

EXHIBIT A

**Memorandum of Agreement for Hunters Point Shipyard Redevelopment Project between
Lennar/BVHP and San Francisco Building & Construction Trades Council et al. dated
March 24, 2008.**

EXHIBIT A

MEMORANDUM OF AGREEMENT
for
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT

between

*Lennar/BVHP, LLC and San Francisco Building & Construction Trades Council and its
Individual Members*

IN

THE CITY OF SAN FRANCISCO,
SAN FRANCISCO COUNTY,
CALIFORNIA

April 17 2007

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 24th day of March, 2008

by and between Lennar/BVHP, LLC (hereinafter referred to as "Primary Developer") and the San Francisco Building and Construction Trades Council ("Council") and each of the Local Unions signatory to this Agreement. Upon approval of this Memorandum of Agreement by the Primary Developer and the Council, the respective parties through their officers shall cause it to be submitted for execution to all Local Unions affiliated with the Council. Terms thereof shall constitute a binding contract only when all such Local Unions become signatory.

Article I.

Purpose

1.1 The Purpose of this Agreement is to ensure that all work performed on the Project, as defined herein, shall be performed efficiently, economically, and without interruption by the skilled workforce supplied through and by the Local Unions affiliated with the Council. A map of the Project is incorporated herein as appendix A.

1.2 To maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise.

1.3 To comply with the City of San Francisco requirements identified in the Disposition and Development Agreement and acknowledged in this Agreement the parties agree to make their best good faith efforts to utilize resources provided by minority and women owned businesses from the Project Impact Area and San Francisco residents, especially those from the

Hunters Point-India Basin area as employees in performing Project work to the greatest extent possible.

Article II.

Scope of Agreement

2.1 Primary Developer is developing approximately 500 acres in the City and County of San Francisco, California into commercial and residential property, also known as the Hunters Point Shipyard Project, ("Project Real Property"), 90 acres of which will be developed in "Phase One." The Project consists of the following ten (10) general components:

- (1) Demolition and deconstruction;
- (2) Grading and retaining walls;
- (3) Backbone infrastructure installation and improvement;
- (4) Residential site preparation (finished pads, laterals including in-tract grading, lighting, sidewalks);
- (5) Open space and parks preparation and installation;
- (6) Existing building upgrades and tenant improvements;
- (7) Residential home building on Primary Developer's lots;
- (8) Residential home building on Agency lots;
- (9) Residential home building on community developer lots;
- (10) On-going maintenance, janitorial, landscape maintenance and security services.

For purposes of this Agreement, "Covered Work" consists of (1) demolition and deconstruction work; (2) grading and construction of retaining walls; (3) backbone infrastructure installation and improvement; (4) residential site preparation; (5) open space and parks preparation and

installation; (6) existing building upgrades and tenant improvements; (7) residential home building on Primary Developer's lots on the Project Real Property and (8) residential home building on community builder lots. The parties recognize and agree that (9) residential home building on Agency-owned lots and (10) on-going maintenance, janitorial, landscape maintenance and security services are not Covered Work and are specifically excluded from the coverage of this Agreement.

2.2 Primary Developer is a limited liability corporation formed for the purpose of constructing the Project through its employees or agents. Primary Developer owns and controls the site at which the Project will be developed (the "Project Real Property"). Primary Developer or its agent possesses a valid California General Contractor's license and directly employs on-site personnel. In the event of a threat to life, limb or property or other emergency Primary Developer reserves the right to directly perform construction on the Project with its own employees and it will not be considered Covered Work. Primary Developer shall retain the right to control and coordinate all Project construction work by determining work scheduling, including start times, the necessity for and the times of shift work, by directly enforcing any drug and alcohol abuse policy which is agreed to by any contractor or subcontractor and the Unions, and otherwise directly removing any employee whether employed directly or by any contractor or subcontractor for breach of reasonable rules promulgated by Primary Developer governing conduct on the job. Primary Developer shall have the right upon receipt of the written complaint of any employee to order corrective action necessary to maintain reasonable and lawful standards for work place health and safety. Primary Developer shall act as the Coordinator, participate in pre-job conferences and mark-up meetings as provided in Article X, and, at its option, participate in the resolution of any grievances.

2.3 As provided below, all project managers, construction managers, contractors, subcontractors or other persons or entities (all of whom, including the Primary Developer, are individually and collectively referred to as "Employer" or "Employers") assigning, awarding or subcontracting Covered Work (as defined in Article III), or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work, will be subject to this Agreement by executing Attachment A, the Employer Agreement to be Bound.

2.4 This Agreement shall have no force or effect on any other construction projects.

2.5 There shall be no interference with construction work performed on Agency-owned lots because such work shall not fall under this Agreement. There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery, and construction materials to the Project site because such deliveries shall not fall under this Agreement, with the exception of ready mix concrete, asphalt, aggregate, sand or earth which are directly incorporated into the construction process as noted in Article 2.8.

2.6 Distribution on the Project site will be done by the crafts having appropriate jurisdiction in accordance with the terms and conditions of the Schedule A collective bargaining agreement.

2.7 All Covered Work on the Project performed on behalf of the Primary Developer, its successors, their contractors, and their subcontractors at all tiers shall be performed by a contractor or subcontractor signatory to a collective bargaining agreement with the appropriate Local Union having jurisdiction over such work and affiliated with the Council. All contractors and subcontractors shall be notified of the terms of the Agreement and shall agree to be bound by its provisions. All appropriate collective bargaining agreements between Local Unions and

signatory contractors shall be incorporated herein by reference as Schedule A, as they exist and as they may be renewed, extended or amended during the term of the project.

2.8 "Construction" for the purposes of this and any and all other articles shall include fabrication work, provided such work is within the fabrication provisions of the applicable local master agreement of one of the Local Unions. Primary Developer agrees that the delivery of all ready mix concrete, asphalt, aggregate, sand or earth which are directly incorporated into the construction process shall be considered Covered Work. The parties to this Agreement affirm that this represents no intention to circumvent California state laws or regulations concerning prevailing wages in trucking.

2.9 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory precast, prefabricated or preassembled materials, tools or other labor saving devices unless such limitation or restriction is included in a Schedule A Agreement.

2.10 It is understood that the Primary Developer, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

2.11 This agreement shall be binding upon the signatory Employers, and it shall not apply to their parents, affiliates or subsidiaries by virtue of an Employer executing or becoming bound to this Agreement. This Agreement only applies to the Project.

2.12 It is understood and agreed by and between the Parties to the Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies

possessing lawful approval authority over the Project and that this Agreement applies to the Project as it is finally approved by such entities and agencies.

2.13 It is understood that the liability of any Employer and the liability of the separate Unions under this Agreement shall be several from and not joint with the liability of any other Employers and Unions. No Employer shall be considered to have a joint employer relationship with any other Employer by virtue of executing or becoming bound to this Agreement. In no event shall the Primary Developer be subject to any withdrawal liability under the Multiemployer Pension plan Amendments Act.

2.14 A Community Builder has the right to directly perform construction on the Project with volunteers and such work performed by volunteers shall not be considered Covered Work. All other work on the Project performed on behalf of a Community Builder, its successors, their contractors, and their subcontractors at all tiers shall be Covered Work and performed by a contractor or subcontractor signatory to a collective bargaining agreement with the appropriate Local Union having jurisdiction over such work and affiliated with the Council. All contractors and subcontractors shall be notified of the terms of the Agreement and shall agree to be bound by its provisions.

Article III.

Union Recognition

3.1 This Agreement applies to all Covered Work performed on the Project, which is within the craft jurisdiction of the Unions which are signatories to this agreement and all fabrication work related to the Project, provided such work is within the fabrication provision of a local Master Labor Agreement or local addenda to a national agreement of one of the Unions.

All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement. The Agreement shall apply to all employees who are traditionally covered by a collective bargaining agreement on a construction project but shall specifically exclude the following:

- (a) All work of non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, executive and management employees or to any employees not covered by the Master Labor Agreement of one of the Unions.
- (b) All off-site manufacture and handling of materials, equipment or machinery (except at dedicated staging, lay-down or storage areas) which is not covered by the fabrication provisions in the applicable Master Labor Agreement or local addenda to a national agreement of one of the Unions.
- (c) Any work performed on, near, or leading to the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors, or off-site work undertaken by the Primary Developer or its contractors for work which is not part of the Project or which is not required as a condition of approval for the Project.
- (d) All off-site maintenance of leased or owned equipment and on-site supervision of such maintenance work.

- (e) All work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee; provided that the manufacturer or vendor can demonstrate by enumeration of specific tasks that the work cannot be performed by covered employees.
- (f) All laboratory work for specialty testing or inspections and all testing or inspections not covered by the Master Labor Agreement of one of the signatory Unions.
- (g) All non-construction support services contracted by the Primary Developer or its contractors in connection with this Project.
- (h) Work occurring on a parcel after a certificate permitting occupancy is issued.
- (i) All maintenance and repair work, including customer service activity, that is not customarily contracted out to a contractor in the construction industry.
- (j) All Project work with an engineer's/architect's cost estimate of less than \$50,000. Primary Developer or Community Builder will provide engineer's/architect's cost estimate upon request. Cost estimates and/or the bidding process may not be manipulated for the purpose of avoiding coverage of this Agreement.

3.2 All bargaining unit employees hired on this Project by the Primary Developer, its successors, and any contractor or subcontractor on any tier shall as a condition of employment become and remain members in good standing of the appropriate Local Union affiliated with the

Council. The Primary Developer, its successors, and any contractors and subcontractors at any tier shall observe the hiring provisions of the appropriate Schedule A collective bargaining agreement.

3.3 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted) or such other time as provided in the appropriate Schedule A Agreement, the Employer may employ applicants from any source.

Article IV.

Subcontracting

4.1 Primary Developer, and each other Employer as defined in Article II, agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Employer Agreement To Be Bound and signatory to a collective bargaining agreement with the Union covering the geographic area of the Project and having traditional and customary jurisdiction over the work performed by that contractor or subcontractor. Any Employer (including the Primary Developer) performing Covered Work on the Project shall, as a condition to working on the Project, at the time the work is performed, be signatory to and perform all work under the terms of this Agreement and the applicable collective bargaining agreement. Employers, other than Primary Developer or its successors,

shall become a party to this Agreement by executing Attachment A, the Employer Agreement To Be Bound.

4.2 Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Developer, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that, except as otherwise provided in this Agreement, all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Primary Developer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require, as a condition precedent to the award of any construction contract or subcontract for the performance of Covered Work, that all such contractors and subcontractors, at all tiers, become signatory to this Agreement and the applicable Master Labor Agreement.

4.3 It is understood that the Disposition and Development Agreement requires the Primary Developer and each other Employer to utilize Community Contractors on the Project. Community Contractors consist of Minority-owned Business Entities, Minority/Women-owned Business Entities, and Women-owned Business Entities as defined by Rider Four. The Primary Developer and each other Employer will make good faith efforts to utilize only Community Contractors who are signatory to the appropriate Schedule A collective bargaining agreement. However, if there are not a sufficient number of qualified Community Contractors who are signatory to a Schedule A collective bargaining agreement available to comply with the requirements of the Disposition and Development Agreement, the Primary Developer or other Employer shall give the Council at least seven (7) calendar days written notice of the lack of available qualified signatory Community Contractors. If no qualified signatory Community Contractors present bids within that seven (7) day period the provisions of this Article IV (4.1

and 4.2) shall not apply to the award of work. Prior to commencing such work, the Community Contractor shall sign the appropriate Schedule A Agreement or a collective bargaining agreement covering work on this Project only; however, notwithstanding any other provision of this Agreement, if the Community Contractor will not sign the appropriate Schedule A Agreement and the affected Local Union will not enter into a collective bargaining agreement covering work on this Project only, the Community Contractor may perform Covered Work without being signatory to a collective bargaining agreement and it shall not be considered a violation of this Agreement. For purposes of this Article 4.3 the term "qualified" shall refer to a licensed, financially qualified Community Contractor with experience in the type of work required, capable of meeting the job schedule who has submitted a commercially reasonable bid.

Article V.

Composition of Work Force

5.1 Pursuant to the relevant portions of the Disposition and Development Agreement and the Attachments thereto, the parties agree to ensure equal employment opportunities for Minority Group Persons, women and Local Impact Area residents in the construction work force involved in Covered Work under the Agreement.

5.2 The goals set forth below are expressed as a percentage of the total hours of Covered Work performed on the Project. The parties agree to use their good faith efforts to employ minority persons and women to perform Covered Work on the Project at a level at least consistent with said goals.

(a) Goal for minority participation in each trade: **twenty-five and six tenths percent (25.6%)** (current Office of Federal Contract Compliance Programs ("OFCCP") goal) of the total hours worked in the trade.

(b) Goal for female participation in each trade: **six and nine tenths percent (6.9%)** (current OFCCP goal) of the total hours worked in the trade.

(c) Goal for participation of San Francisco residents in each trade: **fifty percent (50%)** of the total hours worked in the trade. Residents of the Hunters Point-India Basin area (HP-IB) (local impact area i.e. zip codes 94107, 94124 and 94134) shall be given First Consideration for Employment followed by other San Francisco residents.

5.3 Within the requirements of Schedule A Agreements, the Union will make its best good faith efforts to refer employees to contractors on the Project in a way that will meet the goals described in Article 5.2. For the duration of the Contractor's work the goals shall be maintained and when the Contractor's work force is reduced, employees shall be reduced in a manner that will meet the goals described in Article 5.2.

5.4 For Local Unions now having a job referral system, the Contractor agrees to comply with such system as it shall be used exclusively by such Contractor. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected by obligations of union membership or the lack thereof, except that nothing in this Article shall preclude the lawful exercise of rights under the union security clause as to employees delinquent in their proper dues payments. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training,

will be operated so as to facilitate the ability of the Contractors to meet any and all hiring obligations contained in this Article.

5.5 The Contractor and the Unions agree to work with Young Community Developers to facilitate the entry into and retention of San Francisco and HP-IB residents interested in careers in the building and construction trades. Working in cooperation with other such community organizations and colleges, Young Community Developers will serve as the Project's primary point of referral for local impact area residents to pre-apprenticeship and apprenticeship programs, needs assessment; counseling; Project employment opportunities; and other needs as identified for prospective workers.

5.6 The Unions agree to coordinate with Young Community Developers to create and maintain a database of hiring list members from San Francisco and HP-IB, and agree that such local union out-of-work list registrants may use Young Community Developers as a facility from which they may be referred for work covered under this Agreement, consistent with normal union hiring hall procedures. Further, the Parties agree, that a Contractor may use Young Community Developers as a resource for identifying local union out-or-work list registrants who could be made subject to name call for the purpose of meeting hiring goals. As applicable, a Contractor will contact the applicable Union dispatcher to request a name-call worker, and the Union will agree to dispatch such a worker from the Union hall consistent with normal union hiring hall procedures. Young Community Developers will provide the necessary confirmation to the Union dispatcher that the worker has received and accepted the referral and will also provide confirmation to the Contractor.

5.7 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. Contractors will employ apprentices in the respective crafts, which are performing work on the project, within the jurisdiction of the craft in which those apprentices are working.

5.8 The Parties agree to the goal that only apprentices from the San Francisco and HP-IB area shall be utilized as apprentices but, that if sufficient and qualified apprentices from the San Francisco and HP-IB are not available to achieve this goal, other registered and qualified apprentices may be utilized. The Contractor shall make good faith efforts to reach this goal through utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations such as Young Community Developers working in collaboration with the apprentice programs.

Article VI.

Competitive Bid Requirement

6.1 At any time the Primary Developer or any other Employer fails to receive bids from at least three (3) separate, unrelated Union signatory contractors for construction contracts put out for bid on Covered Work, the Primary Developer or other Employer may reject all of the bids submitted and put the contracts out for new bids. The Union(s) having craft jurisdiction over the work being bid shall be given notice that the Primary Developer or other Employer received fewer than the minimum number of bids from separate, unrelated Union signatory contractors at the close of the bid date with a full description of the scope of work to be bid. Upon receipt of such notification, the Union(s) shall be given five (5) business days to contact Union signatory contractors to advise them of the second solicitation for bids. The Primary

Developer or other Employer shall take all reasonable steps to ensure that plans and specifications for the second solicitation of bids shall be made available on an expedited basis to any Union signatory contractor indicating an interest in submitting a bid during the second solicitation period. After the five day period potential bidders shall be given (10) business days ("Additional Time") to submit a bid to the Primary Developer or other Employer. Nothing shall preclude the Primary Developer or other Employer from rejecting one or all of the bids received and soliciting new bids from union contractors. If after the Additional Time, the Primary Developer or other Employer awarding that work does not receive bids on the work from at least three (3) unrelated qualified contractors that are signatory to a collective bargaining agreement with the Union having jurisdiction over the work, the provisions of Article IV shall not apply to the award of the work.

6.2 The parties further agree that a "qualified contractor" must demonstrate that it/he carries appropriate Workers' Compensation insurance, or participates in a State recognized Workers' Compensation ADR Program. A qualified contractor must also be able to demonstrate that it/he is licensed, bondable and insurable. As a condition precedent to the Primary Developer or other Employer being able to avail itself of the three (3) minimum bidder procedure contained in this Article VI, the Primary Developer or other Employer agrees that it will provide competent and complete insurance, including product liability and construction defect insurance ("wrap-around insurance"), and competent and complete bonds, if required, for all successful qualified contractors bidding on Covered Work on the Project. The parties agree that on the fifth anniversary following commencement of construction by a Primary Developer on the Project, and every fifth anniversary thereafter, the parties will meet to evaluate the then current

conditions of the insurance market and, if need be, to negotiate potential changes to the insurance requirements contained in this article.

Article VII.

Contractor Participation

7.1 In recognition of previous discrimination that has occurred against construction firms owned by women and Minority Group Persons, the parties acknowledge that the Primary Developer and all contractors shall make a good faith effort to achieve the following goals for contracts in excess of ten thousand dollars (\$10,000.00) to correct the effects of past discrimination:

- Minority-owned Business Entity: **thirty-one percent (31%)**
- Women-owned Business Entity: **ten percent (10%)**

7.2 Only firms certified as Minority-owned Business Entities, Women-owned Business Entities or a combination of Minority-owned Business Entities and Women-owned Business Entities, in accordance with Attachment 24 of the Disposition and Development Agreement, will be counted toward meeting the above participation goals.

7.3 The Primary Developer and all contractors shall give first consideration to local Minority-owned Business Entities and Women-owned Business Entities and comply with the good faith effort requirements set forth in Attachment 24 of the Disposition and Development Agreement to ensure that Minority-owned Business Entities and Women-owned Business Entities have an equal opportunity to compete for and participate in contracts for the Project Site. The Primary Developer and all contractors shall make a genuine effort to consider local

Minority-owned Business Entities and Women-owned Business Entities before looking elsewhere. Non-Local Minority-owned Business Entities and Women-owned Business Entities shall be used to satisfy participation goals only if Local Minority-owned Business Entities and Women-owned Business Entities are not available or qualified, or if their bids or fees are significantly higher than those of the non-Local Minority-owned Business Entities and Women-owned Business Entities.

Article VIII.

No Strikes-No Lockouts

8.1 During the life of this Agreement, the Local Unions affiliated with the Council and their members, agents, representatives, employees shall not incite, encourage, or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing, or other work stoppage or handbilling for any cause whatsoever, (provided however, that handbilling or public notices unrelated to the Project, or Contractors, or the Developer, or activity on or related to the Project is excepted) or any other type of interference of any kind, coercive or otherwise with respect to the Project or on or near the Project Real Property location, and it is expressly agreed that any such action is a violation of this Agreement. Upon written notice of a violation delivered by hand or facsimile to the Local Union(s) office(s), the Union(s) and its (their) officers shall take immediate action and will use its (their) best efforts to prevent, avert, or end any such aforementioned activity or the threat thereof by any of its officers, members, representatives, or employees, either individually or collectively, including but not limited to instructing all such officers, representatives, employees, or members who participate in such unauthorized activity to cease and desist from same and return to work and comply with its orders immediately. Nothing in this Agreement shall be construed to limit or restrict the right of

any of the parties to this Agreement to pursue fully any and all remedies available under law, including injunctive relief and/or monetary damages, in the event of a violation of this Article.

8.2 In consideration of the foregoing, the Primary Developer, its successors, and their contractors and subcontractors at any tier shall not incite, encourage, or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge or termination in accordance with Schedule A agreements or to the layoff of employees by the Primary Developer, its successors, or their contractors or subcontractors for any reasons in the exercise of its rights as set forth in any provision of this agreement.

8.3 Any employee or employees inciting, encouraging, or participating in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing, or other activity in violation of this Agreement is or are subject to immediate discharge. Discharge or discipline for violation of this Article/Agreement shall be considered "cause" under Schedule A agreements.

8.4 Any party to this Agreement may institute the following binding arbitration procedure when a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory:

(a) The party invoking this procedure shall immediately notify either Gerald McKay, Tom Angelo, Morton Orenstein or John Kagel, who the parties agree shall be the permanent Arbitrators under this procedure and shall be selected in rotating order. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile or similar means to the party alleged to be in violation, the Primary Developer and the involved Local Union.

(b) Upon receipt of said notice, the Arbitrator shall designate a place for, schedule, and hold a hearing within twenty-four (24) hours.

(c) The Arbitrator shall notify the parties by facsimile or similar means of the place and time he has chosen for the hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or by facsimile. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award.

(e) The award shall be final, binding, and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove. Facsimile or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section d of this Article, all parties waive the right to a hearing and agree that such proceeding may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's

order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address by registered mail.

(f) Any rights created by statute or law governing arbitration or injunction proceeding inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

(g) If the Arbitrator determines that a work stoppage has occurred in accordance with 8.4.(d) above, the Local Union(s) shall, within eight (8) hours of its (their) receipt of the Award, direct all of the Craftsperson it represents on the Project to return immediately to work. If the craft/trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award and the Local Union(s) involved has/have not complied with 8.1 above, the Arbitrator shall retain jurisdiction to determine the amount of damages incurred by the affected Primary Developer, successor, contractor or subcontractor. The Arbitrator shall conduct a hearing upon receipt of a demand by certified mail from the Primary Developer, successor, contractor, or subcontractor setting forth its damages caused by the failure of the Local Union(s) to comply with the provisions of this Article. The Arbitrator shall retain jurisdiction to determine compliance with 8.4(g). and 8.1 above. If the Arbitrator determines that a lockout has occurred in accordance with 8.4(d) above, the Arbitrator shall retain jurisdiction to determine compliance and damages with Articles 8.4(g) and 8.2 above.

(h) The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be shared equally by the parties.

(i) The procedures contained in Article 8.4 above shall be applicable only to alleged violations of this Article.

8.5 In the event that any applicable Master Labor Agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, the Unions shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for retroactive wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work during the period between the effective dates of such labor agreements an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed.

8.6 Notwithstanding the provisions of Article 8.1 above, it is agreed that the Unions retain the right to withhold the services of their members from a particular contractor or subcontractor who fails to make timely payments to the Unions' benefit plans or fails to timely pay its weekly payroll in accordance with its agreements with the Unions; provided, however, that in the event the Unions or any of their members withhold their services from such contractor or subcontractor, Primary Developer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound in accordance with Article 4.1.

8.7 The Unions hereby pledge to work cooperatively with any Contractor awarded work covered by this Agreement, despite any other dispute the Unions may have with that

Contractor over non-covered work, for example, trust or benefit payments that arose on non-covered work. In consideration of the Unions' waiver of their right to withhold labor from a Contractor delinquent in the payment of Trust Fund contributions, should a Contractor performing work on this project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request that the Primary Developer issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are satisfied. It is agreed, however, with respect to contractors delinquent in trust or benefit contributions payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements against general contractors or upper-tier subcontractors signatory to those agreement for recovery of subcontractor delinquencies.

8.8 It is understood that certain work identified in Articles II and III is excluded from this Agreement ("non-covered work"). It is also understood that the non-covered work will commence on the Project Real Property prior to the completion of Covered Work and may be performed coincident with Covered Work. All parties understand and accept that non-covered work may be performed by signatory or non signatory contractors, subcontractors or employees and that the provisions of this Article are fully applicable to both covered and non-covered work performed on the Project Real Property.

Article IX.

Jurisdictional Disputes

9.1 The assignment of work will be solely the responsibility of the Employer performing the work involved, and such work assignments will be in accordance with the Plan

for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan that is approved in writing by the Union.

9.2 There will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes. Individuals violating this Article shall be subject to immediate discharge, without prejudice to any other remedies. Discharge for a violation of this Article shall be considered "cause" under Schedule A agreements.

9.3 Where a jurisdictional dispute exists, it shall first be referred for resolution to the Local Unions. If they are unable to resolve the dispute, the dispute shall then be referred to the International Union General Presidents. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Primary Developer, its successor, or their contractor or subcontractor, depending on whose work was the subject of the dispute. The assignments made by the Primary Developer, its successor, or their contractor or subcontractor shall be followed until such time as the dispute is resolved in accordance with this Article.

9.4 There shall be no work stoppage, work interruption, strike, sympathy strikes, picketing, handbilling, (provided however, that handbilling or public notices unrelated to the jurisdictional dispute, the Project, Contractors, the Developer or activity on or related to the Project is excepted) or public notices of any kind while any jurisdictional dispute is being resolved. Pending resolution of the dispute, the work shall continue uninterrupted as assigned by the Primary Developer, its successor, or their contractor or subcontractor.

Article X.

Joint Labor/Management Meetings

10.1 The joint Labor/Management Committee ("Committee") shall consist of a representative of the Primary Developer or its successor and the Secretary-Treasurer of the Council or his designated representative. The Committee shall schedule a Pre job conference prior to each phase of the Project and such other meetings and Pre job conferences as may appear to it helpful in promoting harmonious labor-management relations through adequate communication. Primary Developer or its successors shall be responsible for informing the Council in writing by facsimile or similar means of the schedule of the Project's phases and of any changes in this schedule.

10.2 Either party may call a meeting of the Committee by giving a seven (7) day notice.

10.3 Requests for clarification, interpretation or modification of this Agreement shall be presented to the Committee.

10.4 Any dispute, excluding jurisdictional disputes (Article IX), concerning any application or interpretation of a Local Collective Bargaining Agreement shall be subject to the applicable grievance procedure of said Local Collective Bargaining Agreement.

10.5 Any dispute, excluding jurisdictional disputes (Article IX) or No Strike-No Lockout disputes (Article VIII), concerning any application or interpretation of this Agreement shall be subject to the following procedures:

(a) If a dispute arises, it shall first be reported in writing to the Committee and to the affected contractor or subcontractor or the affected union. The Committee shall meet within five (5) working days after being notified of the dispute with representatives of the complaining and the affected contractor or subcontractor and Local Union to attempt to resolve the dispute.

(b) If the dispute is not resolved by the Committee, it shall be referred to the Permanent Arbitrator set forth in Article 8.4(a). The Arbitrator shall designate a place for, schedule, and hold a hearing within five (5) working days.

(c) The Arbitrator shall notify the parties by facsimile or similar means of the place and time he has chosen for the hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing without a showing of good cause as determined by the Arbitrator shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of the Agreement has in fact occurred. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without written opinion. The Arbitrator shall order cessation of the violation of the Agreement and other appropriate relief, and such award shall be served on all parties by hand or facsimile. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award.

(e) The award shall be final, binding, and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents.

(f) The fees and expenses of the Arbitrator and any fees of the court of competent jurisdiction shall be borne by the losing party.

Article XI.

Wage Scale and Fringe Benefits

11.1 All employees covered under this Agreement shall be classified and paid in accordance with the wage and fringe benefit schedules contained in Schedule A Agreements.

11.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entities on the date as set forth in the applicable agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

11.3 *Prevailing Wage Requirements* (Rider One): This Prevailing Wage Requirement is attached to and made a part of this Agreement. The Parties are bound by this Rider as part of the obligations they assume and benefits they receive under the Agreement.

11.4 *Minimum Compensation Policy* (Rider Two): This Minimum Compensation Policy is attached to and made a part of this Agreement. The Parties are bound by this Rider as part of the obligations they assume and benefits they receive under the Agreement.

11.5 *Health Care Accountability Policy* (Rider Three): This Health Care Accountability Policy is attached to and made a part of this Agreement. The Parties are bound by this Rider as part of the obligations they assume and benefits they receive under the Agreement.

Article XII.

Application of Schedule A

12.1 As used throughout this Agreement, the term Schedule A refers to a list of the current Local Area Collective Bargaining Agreements negotiated with the Primary Developer or its successors or contractors or subcontractors or Employer Associations with Local Unions having jurisdiction over the work to be performed who are parties to this Agreement. Such Local Area Agreements, indicated herein on Schedule A, and any duly negotiated and succeeding Local Area Agreements, are adopted and incorporated by reference as though set forth herein verbatim.

12.2 If there is a conflict between this Agreement and any Local Area Agreement incorporated herein on Schedule A of this Agreement, then the provisions of this Agreement shall control; except that, notwithstanding any provision to the contrary, work performed under this Agreement within the craft jurisdiction of the Elevator Constructors, will be performed under the terms of the Master Agreement of the International Union of Elevator Constructors , with the exception that Articles 2.5, 2.14, 5, 8, 9, 10.5, 16, and 17 of this Agreement shall apply.

//

//

Article XIII.

Favored Nations

13.1 All Local Unions agree that Local Area Collective Bargaining Agreements, renewals, extensions, or amendments for the Primary Developer, its successors, or their contractors or subcontractors on the Project shall not be less favorable than those negotiated for other signatory contractors.

Article XIV.

Successorship

14.1 This Agreement is and shall be binding legally effective upon (i) any successor to Primary Developer, whether by merger, consolidation, acquisition, or otherwise, and (ii) any person or entity that acquires all or any portion of Primary Developer's right, title, or interest in the Project or the Project Real Property whether by sale, lease, or other transfer. Any agreement for a sale, lease, or other transfer of the Project or the Project Real Property by Primary Developer and any agreement for a merger, consolidation, acquisition, or other transfer of ownership or control of Primary Developer shall include an express assumption of the obligations and undertakings of Primary Developer under this Agreement, including this Article, in the form set forth in Attachment B ("Assumption Agreement"). Within five (5) days following the close of any transaction described in (i) or (ii) above, Primary Developer shall provide the Council by registered mail with written notice thereof and an original, executed Assumption Agreement. Any sham transfer of the Project or the Project Real Property or other subterfuge for purposes that include avoiding the obligations of the Primary Developer under this

Agreement is a breach of this Article and shall not release Primary Developer from any of its obligations or undertakings under this Agreement.

14.2 Upon execution and delivery of an original, executed Assumption Agreement by a successor pursuant to the requirements of this Article, and provided that Primary Developer is not then in breach of this Agreement, Primary Developer shall be released from all obligations under this Agreement with respect to such portion of the Project. The Local Unions agree that the Council may execute the release attached as Exhibit 1 to Attachment B with respect to a successor on behalf of the Unions.

14.3 This Article shall be enforceable in any court of competent jurisdiction, and shall not be subject to the dispute procedure set forth in Article X.

Article XV.

General Savings Clause

15.1 It is not the intention of the parties hereto to violate the laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part found to be void is wholly inseparable from the remaining portions of this Agreement.

15.2 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

15.3 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative or judicial branches of the federal or state government, the Employers and the Unions shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Developer and the Unions shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the Primary Developer and the Unions shall be binding on all parties signatory to this Agreement.

15.4 If the Primary Developer and the Unions are unable within thirty (30) calendar days to negotiate a substitute article or provision, any of them may at any time thereafter submit the matter directly to interest arbitration pursuant to the procedures set forth in Article 8.4. The Arbitrator shall have the authority to modify, amend and alter the Agreement by providing a substitute article or provision to replace the one(s) that have become invalid, inoperative or unenforceable. The Arbitrator's decision, and the new article or provision, shall be final and binding on all parties signatory to the Agreement.

Article XVI.

Equal Opportunity Program (Rider Four)

16.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law.

16.2 This Equal Opportunity Program (the "EOP") is attached to and made a part of this Agreement and is subject to certain provisions of the DDA. The Parties are bound by this Rider as part of the obligations they assume, and benefits they receive, under the Agreement.

Article XVII.

Mentorship Program (Rider Five)

17.1 This Mentorship Program (the "MP") is attached to and made party of this Agreement and is subject to certain provisions of the DDA and the Community Benefits Agreement for the Project. The Parties are bound by this Rider as part of the obligations they assume, and benefits they receive, under the Agreement.

Article XVIII.

General Provisions

18.1 The parties agree that absolutely no standby crews will be required on this Project unless requested by the employer at the employer's sole discretion.

18.2 No "non-working" personnel will be required. "Non-working" personnel shall be described as, but not limited to, delivery monitors/checkers, record keepers, lead mechanics or operators, temporary light and heat standby electricians, labor stewards, equipment maintenance personnel, personnel for temporary heat equipment utilizing automatic controls or self-regulated mechanisms in the proper and safe operation for their intended use, and additional supervisory personnel for similar activity multiple crews other than that necessary to productively perform the work as deemed by the Contractor.

18.3 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

18.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute one and the same Agreement.

Article XIX.

Entire Agreement

19.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement shall in every instance exclusively apply to and control work performed on the site of the Project and take precedence over provisions of local, area, regional or national labor agreements. Nothing contained in the working rules, by-laws, constitution and other similar documents of the unions or of the Collective Bargaining Agreements, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement. Practices not part of the terms and conditions of the Agreement shall not be recognized.

19.2 Any other agreement or modification of this Agreement must be reduced to writing and signed by the Primary Developer and the Unions involved.

Article XX.

Modification

20.1 This Agreement and the associated Attachments and Riders are subject to modification at any time to remain in compliance with applicable Federal, State and San Francisco laws, codes or regulations. This Agreement and the associated Attachments and Riders may also be modified to ensure compliance with the terms of the Disposition and Development Agreement, or any subsequent agreement concerning the Project Real Property, between the Primary Developer and The Redevelopment Agency of San Francisco. Any modification to this Agreement negotiated by the Primary Developer and the Unions shall be binding on all parties signatory to this Agreement.

Article XXI.

Term of Agreement

21.1 The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article III.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 24,, 2008


Lennar BVHP, LLC Primary Developer

3/24/08
Date

Phil Brier
San Francisco Building and Construction Trades Council

17 March 2008
Date

Members of the San Francisco Building and Construction Trades Council

Matthew Cooper
Asbestos Workers Local 16

6/5/07
Date

(see attached sheet)
Boilermakers Local 549

Date

David Deane
Bricklayers and Allied Crafts Local 3

6/4/2007
Date

Phil Allen
Carpenters Local 22

6-5-07
Date

Phil Allen
Carpenters Local 2236

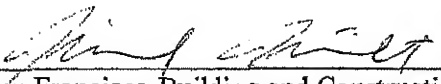
6-5-07
Date

George R. Beon
Cement Masons Local 300, Area 580

8/13/07
Date

John J. O'Rourke
Electrical Workers Local 6

5/15/07
Date

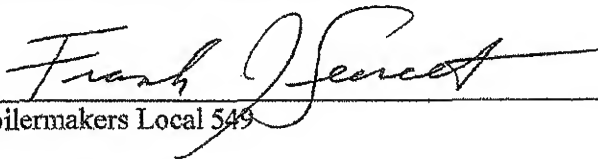

San Francisco Building and Construction Trades Council

17 March 2008
Date

Members of the San Francisco Building and Construction Trades Council

Asbestos Workers Local 16

Date


Boilermakers Local 549

10/19/07

Date

Bricklayers and Allied Crafts Local 3

Date

Carpenters Local 22

Date

Carpenters Local 2236

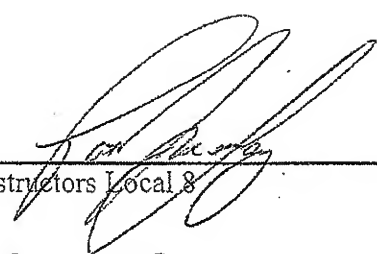
Date

Cement Masons Local 300, Area 580

Date


Electrical Workers Local 6

Date


Elevator Constructors Local 8

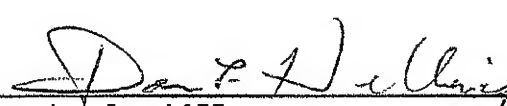
5-14-07

Date


Hod Carriers Local 36 Laborers Local 270
Hod CARRIERST


5/17/07

Date


Ironworkers Local 377

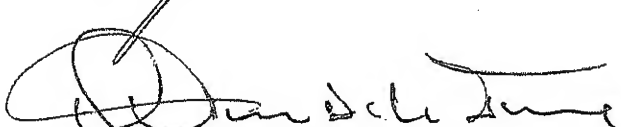
6/5/07

Date


Laborers Local 67

10/9/07

Date


Laborers Local 261

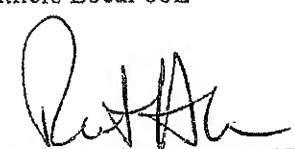
9/28/07

Date


Lathers Local 68L

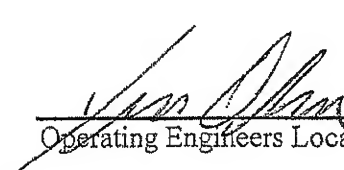
6-5-07

Date


Millwrights Local 102


6-5-07

Date


Operating Engineers Local 3

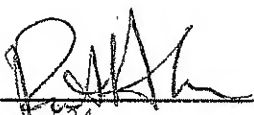
9-4-07

Date

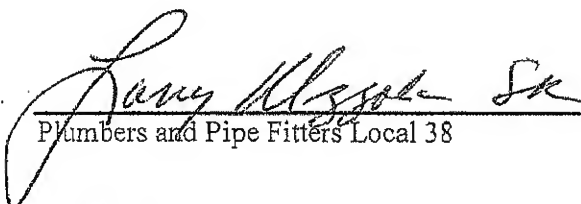

Painters and Allied Trades District Council 16

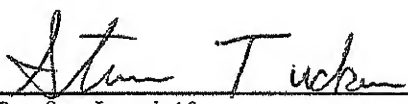
3/17/08

Date

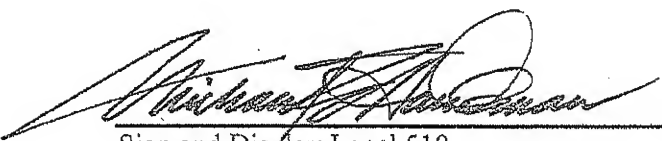

Piledrivers Local 34
6-5-07
Date

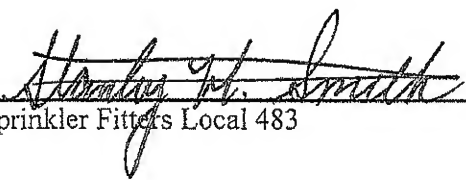

Plasterers Local 66
5/18/07
Date

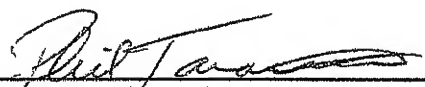

Plumbers and Pipe Fitters Local 38
5-9-07
Date

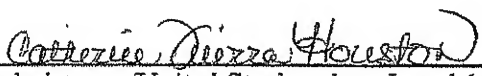

Roofers Local 40
Waterproofers
5/14/07
Date


Sheet Metal Workers Local 104
8/8/07
Date


Sign and Display Local 510
3-17-08
Date


Sprinkler Fitters Local 483
9/11/07
Date


Teamsters Local 853
5/21/07
Date


Upholsterers/United Steelworkers Local 1304
8/21/07
Date

Mary C. Schmidt

1/11/08

Window Washers/Service Employees International


Date

//
//
//
//
//
//
//
//
//
//

Side Letter 1

The parties agree that the Article 3.1(j) exclusion from the coverage of the Agreement of work with an engineer's/architect's cost estimate of less than \$50,000, does not apply to work falling under the jurisdiction of District Council 16, International Union of Painters and Allied Trades.


Lennar BVHP, LLC Primary Developer


Date


San Francisco Building and Construction Trades Council


Date


Painters and Allied Trades District Council 16



Date

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

Side Letter 2

The parties agree that the terms "non-manual employees" and/or "inspectors" as used in Article 3.1(a) does not refer to or include the position of "special inspector" as customarily used in the industry and as required by the Schedule A Agreement of the Operating Engineers Local 3.

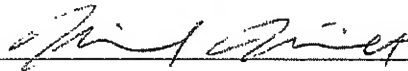
The parties further agree that the term "non-working personnel" as used in Article 18.2 does not refer to or include the positions of "oiler" and/or "special inspector" as customarily used in the industry and as required by the Schedule A Agreement of the Operating Engineers Local 3.



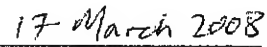
Lennar BVHP, LLC Primary Developer



Date



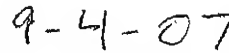
San Francisco Building and Construction Trades Council



Date



Operating Engineers Local 3



Date

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

Side Letter 3 Subcontracting

(a) With regard to any employer that is independently signed to any Schedule A Master Labor Agreement ("MLA"), this Project Labor Agreement (PLA) shall in no way supersede or prevent the enforcement of a "subcontracting" clause contained in such MLA, except as specifically set forth in Articles IV and VI of the PLA and subsection (b) of this Side Letter. Any such "subcontracting" clause in an MLA shall remain and be fully enforceable between each craft union and its signatory employers.

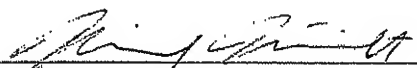
(b) If a craft union (hereafter "aggrieved union") believes that an assignment of work on this Project has been made improperly by a contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection (a) of this section, the aggrieved union may submit a claim under the jurisdictional dispute resolution process contained in Article IX of this Project Labor Agreement, and the decision rendered as part of that process shall be enforceable to require the contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to subsection (a) of this section, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Project Labor Agreement. If the award made under the Master Labor Agreement conflicts with the jurisdictional award, the former shall be null and void *ab initio*.



Lennar BVHP, LLC Primary Developer

3/24/08

Date



San Francisco Building and Construction Trades Council
Members of the San Francisco Building and Construction Trades Council

17 March 2008

Date

Asbestos Workers Local 16

Date

Boilermakers Local 549

Date

Bricklayers and Allied Crafts Local 3

Date

Carpenters Local 22

Date

Carpenters Local 2236

Date

Cement Masons Local 300, Area 580

Date

Electrical Workers Local 6

Date

Elevator Constructors Local 8

Date

Hod Carriers Local 36

Date

LEGAL_US_W # 57864446.2

*Hunters Point PLA
Side Letter 3
Subcontracting*

Ironworkers Local 377

Date

Laborers Local 67

Date

Laborers Local 261

Date

Lathers Local 68L


Date

Millwrights Local 102

Date

Operating Engineers Local 3

Date


Painters and Allied Trades District Council 16

3/17/08
Date

Piledrivers Local 34

Date

Plasterers Local 66

Date

Plumbers and Pipe Fitters Local 38

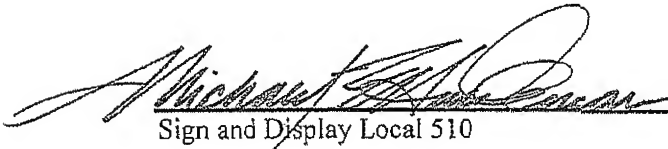
Date

Roofers Local 40

Date

Sheet Metal Workers Local 104

Date


Sign and Display Local 510

3-17-08

Date

Sprinkler Fitters Local 483

Date

Teamsters Local 853

Date

Upholsterers/United Steelworkers Local 1304

Date

Window Washers/Service Employees International

Date

//
//
//
//
//

Hunters Point PLA
Side Letter 3
Subcontracting

ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT

The undersigned hereby certifies and agrees that:

- 1.) It is an Employer as that term is defined in Article 2.3 of the Hunters Point Shipyard Redevelopment Project, Project Labor Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Hunters Point Shipyard Redevelopment Project (as defined in Article 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound for the performance of Covered Work by the Master Labor Agreement of the craft union in the geographic area of the Project and having traditional and customary craft jurisdiction over the Covered Work and by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____

Name of Employer

(Authorized Officer & Title)

(Address)

ATTACHMENT B

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is by and between _____ ("Assignor") and _____ [NEW PRIMARY EMPLOYER] ("Assignee").

RECITALS

A. Assignor is the Primary Employer under a certain Project Labor Agreement dated _____, 2007 (the "PLA") with the San Francisco Building & Construction Trades Council and Its Individual Member Local Unions (collectively the "Unions"), concerning the Hunters Point Shipyard Redevelopment Project located in the City and County of San Francisco, California (the "Project").

B. Assignor desires to assign to Assignee all of its rights and obligations under the PLA with respect to the portion of the Project Property described on Exhibit A attached hereto (the "Assignee Project Property") and to be released by the Unions, in accordance with Article 14.2 of the PLA, from all of Assignor's rights and obligations under the PLA with respect to the Assignee Project Property.

C. Assignee desires to assume, for the benefit of the Unions, all rights and obligations of Primary Employer under the PLA with respect to the Assignee Project Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective [DATE] (the "Effective Date"), Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the PLA with respect to the Assignee Project Property. Assignor acknowledges that it has no further interest in the PLA with respect to the Assignee Project Property, and that the Unions may treat the PLA as if it had been made by Assignee with respect to the Assignee Project Property.

2. As of the Effective Date, Assignee hereby assumes all of Assignor's rights and obligations under the PLA with respect to the Assignee Project Property, and agrees to perform and is able to perform, as a direct obligation to the Unions, all of the covenants, agreements and conditions contained in the PLA to be performed by Primary Employer with respect to the Assignee Project Property.

3. Assignee expressly warrants and represents as follows:

- i. it is an employer primarily engaged in the building and construction industry;

- ii. it will control labor relations on the Project by assuming the obligations of the PLA and by requiring any purchaser of land and/or any contractor or subcontractor engaged in construction on the Project to enter into the PLA as provided in Article 2.3 of the PLA; subject to the provisions of the PLA and the applicable Schedule A Agreement.;
- iii. it will control and coordinate all Project construction work by determining work scheduling, including start times, the necessity for and the times of shift work, by directly enforcing any drug and alcohol abuse policy which is agreed to by any contractor or subcontractor and the Unions, and otherwise directly removing any employee, whether employed directly or by any contractor or subcontractor, for breach of reasonable rules promulgated by Assignee or governing conduct on the job; and
- iv. it shall have the right to order corrective action necessary to maintain reasonable and lawful standards for work place health and safety. Assignee shall act as the Coordinator, participate in pre-job conferences and mark-up meetings, and, at its option, participate in the resolution of any grievances.

4. This Assumption Agreement is expressly conditioned upon the Unions' execution and delivery to Assignor of a release of Assignor's obligations under the PLA with respect to the Assignee Project Property, which release shall be substantially in the form of Exhibit 1.

5. This Assumption Agreement and all covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement.

7. In the event of a dispute regarding the interpretation or enforcement of the provisions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs of suit.

8. The address of Assignee for delivery of notices is:

9. Assignor and Assignee each acknowledge that the Unions are third party beneficiaries to this Assumption Agreement and are entitled to rely upon and enforce the covenants and representations of Assignee and Assignor contained herein. This Assumption Agreement shall not be amended, modified, supplemented or revised without the prior written consent of the Unions.

10. This Assumption Agreement may be executed in any number of counterparts, and

each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

11. This Assumption Agreement constitutes the entire agreement of Assignee and Assignor with respect to the PLA.

12. All of the obligation of Assignor under the PLA with respect to all of the Project Property, except for the Assignee Project Property, shall remain in full force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assumption Agreement to be executed and do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Assignment Agreement duly authorized by all necessary and appropriate action to execute this Assignment Agreement.

"ASSIGNOR"

Dated: _____

"ASSIGNEE"

[NEW PRIMARY EMPLOYER]

By: _____

Its: _____

Dated: _____

Exhibit 1 to Attachment B

PROJECT LABOR AGREEMENT RELEASE OF LIABILITY HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT

This Release of Liability ("Release") is made by San Francisco Building & Construction Trades Council and Its Individual Member Local Unions ("Unions").

A. On or about _____, 2007, the Unions and [name of entity] ("Primary Employer") entered into that certain Project Labor Agreement (the "PLA") whereby the parties agreed, in Article XIV, that, upon execution and delivery to the Unions of an agreement by a successor assuming Primary Employer's obligations under the PLA ("Assumption Agreement"), the Unions shall release Primary Employer from all its obligations under the PLA.

B. Primary Employer and _____ have executed that certain Assumption Agreement dated _____ with respect to the Assignee Project Property described therein, and such agreement is acceptable to the Unions.

C. In reliance upon the foregoing, including, but not limited to, the warranties and representations of Assignee contained in this Assumption Agreement, the Unions each acknowledge and agree that Primary Employer has satisfied the successorship criteria of Article 13 of the PLA. Accordingly, the Unions do hereby, jointly and severally, release Primary Employer from all subsequent obligations and undertakings of the PLA with respect to the Assignee Project Property.

E. All obligations of Primary Employer with respect to all of the Project Real property, except for the Assignee Project Property, shall remain in full force and effect.

IN WITNESS WHEREOF, the Unions have caused this Release to be executed and effective from and after _____, 200__.

UNIONS:

By: _____
The San Francisco Building & Construction Trades Council

EXHIBIT A

**AGREEMENT TO BE BOUND
(PROJECT LABOR AGREEMENT (PHASE 1 OF THE HUNTERS POINT SHIPYARD))**

The undersigned hereby certifies and agrees as of June 6, 2013 (the “**Effective Date**”) that:

- 1.) It is an Employer as that term is defined in Article 2.3 of the Memorandum of Agreement for Hunters Point Shipyard Redevelopment Project dated March 24, 2008 (as amended and supplemented from time to time, the “**PLA**”), with the San Francisco Building & Construction Trades Council and Its Individual Member Local Unions (collectively, the “**Unions**”), concerning the Hunters Point Shipyard Redevelopment Project located in the City and County of San Francisco, California (as more particularly defined therein, the “**Project**”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on a portion of the Project, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the PLA.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the PLA and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound for the performance of Covered Work by the Master Labor Agreement of the craft union in the geographic area of the Project and having traditional and customary craft jurisdiction over the Covered Work and by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the PLA.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, all as more particularly set forth in the PLA.

JAMES E. ROBERTS-OBAYASHI CORPORATION,
A California corporation

By: 

Name: Scott Smith

Title: President

EXHIBIT A

EXHIBIT B

[Intentionally Omitted.]

EXHIBIT B

EXHIBIT C

[Intentionally Omitted.]

EXHIBIT C

EXHIBIT D

INDEX OF DRAWINGS, SPECIFICATIONS AND OTHER RELATED TECHNICAL DOCUMENTS

The Index includes the Project Manual dated January 17, 2012 and the Plans stamped by the Architect demarcated "For Construction" by Architect, as listed herein.

EXHIBIT D



James E. Roberts-Obayashi Corporation
20 Oak Ct. Danville, CA 94526
Ph: (925) 820-0600 Fax: (925) 820-1993

Hunters Point Block 50
Drawing and Specifications Log

Dated: 6/3/2013

EXHIBIT D

| Additional Documents | | | |
|----------------------------------|---|----------|-------------|
| | Title | Date | Revision |
| | Project Specifications (BDE Architecture) | 01.27.12 | |
| | Geotechnical Report (Engeo) | 10.22.04 | |
| | Foundation Recommendations (Engeo) | 06.05.09 | |
| | Foundation Review (Engeo) | 12.29.09 | |
| | Subexcavation Exhibits (Engeo) | 10.23.12 | |
| | Elimination of Sand Cushion (Engeo) | 11.10.09 | |
| General (BDE Architecture) | | | |
| Sheet No. | Sheet Title | Date | Revision |
| A0.0 | COVER SHEET | 01.27.12 | Revisions 4 |
| A0.1 | INFORMATION AND COMPLIANCE | 05.13.10 | Revisions 2 |
| A0.2 | INFORMATION AND COMPLIANCE | 12.06.10 | Revisions 3 |
| A0.3 | INFORMATION AND COMPLIANCE | 05.13.10 | Revisions 2 |
| A0.4 | ACCESSIBILITY REQUIREMENTS | 12.06.10 | Revisions 3 |
| A0.5 | GREENPOINT CHECKLIST | 01.27.12 | Revisions 4 |
| A0.6 | GREENPOINT CHECKLIST | 01.27.12 | Revisions 4 |
| A0.7 | FIREFLOW ANALYSIS | 05.13.10 | Revisions 2 |
| A0.8 | INSULATION INSTALLATION PROCEDURES | 05.13.10 | Revisions 2 |
| A0.9 | ACOUSTICAL CODE REVIEW | 05.13.10 | Revisions 2 |
| Title 24 (MHC Engineers, Inc.) | | | |
| MT24A | TITLE 24 - BUILDING A | 11.16.09 | Bidding Set |
| MT24B | TITLE 24 - BUILDING B | 11.16.09 | Bidding Set |
| MT24C | TITLE 24 - BUILDING C | 11.16.09 | Bidding Set |
| Architectural (BDE Architecture) | | | |
| A1.0 | SITE PLAN | 05.13.10 | Revisions 2 |
| A2.0 | GARAGE LEVEL PLAN | 05.13.10 | Revisions 2 |
| A2.1 | FIRST FLOOR PLAN | 05.13.10 | Revisions 2 |
| A2.2 | SECOND FLOOR PLAN | 05.13.10 | Revisions 2 |
| A2.3 | THIRD FLOOR / LOW ROOF PLAN | 05.13.10 | Revisions 2 |
| A2.4 | ROOF PLAN | 05.13.10 | Revisions 2 |
| A2.5 | ENLARGED MID-BLOCK BREAK PLANS | 05.13.10 | Revisions 2 |
| A2.6 | DRIVEWAY HARDSCAPE PLAN | 11.16.09 | Bidding Set |
| A3.0 | ELEVATIONS | 05.13.10 | Revisions 2 |
| A3.1 | ELEVATIONS | 05.13.10 | Revisions 2 |
| A3.2 | ELEVATIONS | 05.13.10 | Revisions 2 |
| A3.3 | ELEVATIONS | 05.13.10 | Revisions 2 |
| A3.4 | DIAGRAMATIC SITE SECTIONS | 05.13.10 | Revisions 2 |
| A3.5 | DIAGRAMATIC SITE SECTIONS | 05.13.10 | Revisions 2 |
| A3.6 | DIAGRAMATIC SITE SECTIONS | 05.13.10 | Revisions 2 |
| A4.0 | UNIT PLAN A | 01.27.12 | Revisions 4 |
| A4.1 | UNIT PLAN A1 | 01.27.12 | Revisions 4 |
| A4.2 | UNIT PLAN B | 01.27.12 | Revisions 4 |
| A4.3 | UNIT PLAN B1 | 01.27.12 | Revisions 4 |
| A4.4 | UNIT PLAN C | 01.27.12 | Revisions 4 |
| A4.5 | UNIT PLAN C1 | 01.27.12 | Revisions 4 |
| A4.6 | UNIT PLAN D / D1 | 01.27.12 | Revisions 4 |
| A4.7 | UNIT PLAN E / E1 | 01.27.12 | Revisions 4 |
| A4.8 | UNIT PLAN F | 01.27.12 | Revisions 4 |
| A4.9 | UNIT PLAN F1 | 01.27.12 | Revisions 4 |
| A5.0 | INTERIOR ELEVATIONS | 01.27.12 | Revisions 4 |
| A5.1 | INTERIOR ELEVATIONS | 01.27.12 | Revisions 4 |
| A5.2 | INTERIOR ELEVATIONS | 01.27.12 | Revisions 4 |
| A5.3 | INTERIOR ELEVATIONS | 01.27.12 | Revisions 4 |
| A5.4 | INTERIOR ELEVATIONS | 01.27.12 | Revisions 4 |
| A5.5 | INTERIOR ELEVATIONS | 01.27.12 | Revisions 4 |

| | | | |
|---|------------------------------------|----------|-------------|
| A5.6 | INTERIOR ELEVATIONS | 01.27.12 | Revisions 4 |
| A6.0 | UNIT PLAN A: RCP | 05.13.10 | Revisions 2 |
| A6.1 | UNIT PLAN A1: RCP | 05.13.10 | Revisions 2 |
| A6.2 | UNIT PLAN B: RCP | 05.13.10 | Revisions 2 |
| A6.3 | UNIT PLAN B1: RCP | 05.13.10 | Revisions 2 |
| A6.4 | UNIT PLAN C: RCP | 05.13.10 | Revisions 2 |
| A6.5 | UNIT PLAN C1: RCP | 05.13.10 | Revisions 2 |
| A6.6 | UNIT PLAN D / D1: RCP | 05.13.10 | Revisions 2 |
| A6.7 | UNIT PLAN E / E1: RCP | 05.13.10 | Revisions 2 |
| A6.8 | UNIT PLAN F: RCP | 05.13.10 | Revisions 2 |
| A6.9 | UNIT PLAN F1: RCP | 05.13.10 | Revisions 2 |
| A7.0 | UNIT SECTION: TYPE A | 05.13.10 | Revisions 2 |
| A7.1 | UNIT SECTION: TYPE C | 05.13.10 | Revisions 2 |
| A7.2 | UNIT SECTION: TYPE C1 | 05.13.10 | Revisions 2 |
| A7.3 | UNIT SECTION: TYPE D | 05.13.10 | Revisions 2 |
| A7.4 | UNIT SECTION: TYPE E | 05.13.10 | Revisions 2 |
| A7.5 | UNIT SECTION: TYPE F1 | 05.13.10 | Revisions 2 |
| A7.6 | UNIT SECTION: TYPE F | 05.13.10 | Revisions 2 |
| A7.7 | UNIT SECTION: TYPE B | 05.13.10 | Revisions 2 |
| A8.0 | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.1 | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.1A | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.2 | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.3 | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.4 | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.5 | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.5A | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.6 | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.7 | EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.8 | IRONWORK DETAILS | 05.13.10 | Revisions 2 |
| A8.9 | IRONWORK & EXTERIOR STAIR DETAILS | 05.13.10 | Revisions 2 |
| A8.10 | IRONWORK & EXTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A8.11 | A&D GARAGE GATE DETAILS | 05.13.10 | Revisions 2 |
| A9.0 | INTERIOR @ ACOUSTIC DETAILS | 05.13.10 | Revisions 2 |
| A9.1 | INTERIOR @ ACOUSTIC DETAILS | 05.13.10 | Revisions 2 |
| A9.2 | INTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A9.3 | INTERIOR DETAILS | 05.13.10 | Revisions 2 |
| A10.0 | WALL, FLOOR & CEILING ASSEMBLIES | 05.13.10 | Revisions 2 |
| A10.1 | DOOR SCHEDULE AND INT DOOR DETAILS | 01.27.12 | Revisions 4 |
| A10.2 | INTERIOR DOOR DETAILS | 05.13.10 | Revisions 2 |
| A10.3 | EXTERIOR DOOR DETAILS | 05.13.10 | Revisions 2 |
| A10.4 | EXTERIOR DOOR DETAILS | 05.13.10 | Revisions 2 |
| A10.5 | WINDOW SCHEDULE AND DETAILS | 05.13.10 | Revisions 2 |
| A10.6 | WINDOW DETAILS | 05.13.10 | Revisions 2 |
| A10.7 | WINDOW DETAILS | 05.13.10 | Revisions 2 |
| A10.8 | WINDOW FLASHING SEQUENCE | 05.13.10 | Revisions 2 |
| A10.9 | FINISH SCHEDULE | 05.13.10 | Revisions 2 |
| Civil (Winzler & Kelly) | | | |
| C1.0 | COMPOSITE UTILITY PLAN | 05.13.10 | Addendum #2 |
| C1.2 | UTILITY DETAILS | 05.13.10 | Addendum #2 |
| C1.3 | SITE PLAN | 05.13.10 | Addendum #2 |
| C2.0 | UTILITY DETAILS | 05.13.10 | Addendum #2 |
| C2.1 | UTILITY DETAILS | 05.13.10 | Addendum #2 |
| C2.2 | UTILITY DETAILS | 05.13.10 | Addendum #2 |
| C3.0 | GRADING PLAN | 05.13.10 | Addendum #2 |
| C3.1 | GRADING PLAN | 05.13.10 | Addendum #2 |
| C4.0 | SITE STRUCTURAL LEGEND | 05.13.10 | Addendum #2 |
| C4.1 | SITE STRUCTURAL GENERAL NOTES | 05.13.10 | Addendum #2 |
| C4.2 | SCHEDULE OF SPECIAL INSPECTIONS | 05.13.10 | Addendum #2 |
| C4.3 | WALL FOUNDATION PLAN | 05.13.10 | Addendum #2 |
| C4.4 | TYPICAL DETAILS | 05.13.10 | Addendum #2 |
| C4.5 | TYPICAL DETAILS | 05.13.10 | Addendum #2 |
| C4.6 | TYPICAL DETAILS | 05.13.10 | Addendum #2 |
| | GRADING | 03.10.10 | |
| Structural (Peoples Associates Structural Engineers) | | | |
| S1.1 | STRUCTURAL SPECIFICATIONS | 03.26.10 | Revision 2 |
| S1.2 | STRUCTURAL SCHEDULES | 03.26.10 | Revision 2 |

| | | | |
|---|---|----------|-------------|
| S2.1 | FOUNDATION PLAN | 03.26.10 | Revision 2 |
| S2.2 | 1ST FLOOR FRAMING PLAN | 03.26.10 | Revision 2 |
| S2.3 | 2ND FLOOR FRAMING PLAN | 03.26.10 | Revision 2 |
| S2.4 | 3RD FLOOR FRAMING & LOW ROOF PLAN | 03.26.10 | Revision 2 |
| S2.5 | HIGH ROOF FRAMING PLAN | 03.26.10 | Revision 2 |
| S6.1 | FOUNDATION SECTIONS | 03.26.10 | Revision 2 |
| S6.2 | FLOOR FRAMING SECTIONS & DETAILS | 03.26.10 | Revision 2 |
| S6.3 | ROOF FRAMING SECTIONS & DETAILS | 03.26.10 | Revision 2 |
| S6.4 | WALL FRAMING SECTIONS & DETAILS | 03.26.10 | Revision 2 |
| S6.5 | MISCELLANEOUS SECTIONS & DETAILS | 03.26.10 | Revision 2 |
| S6.6 | MISCELLANEOUS SECTIONS & DETAILS | 03.26.10 | Revision 2 |
| S6.7 | MISCELLANEOUS SECTIONS & DETAILS | 03.26.10 | Revision 2 |
| Electrical (ACG Engineers, Inc.) | | | |
| E0.1 | LEGEND, GENERAL NOTES AND ABBREVIATIONS | 05.13.10 | Revisions 2 |
| E0.2 | SINGLE LINE DIAGRAMS | 05.13.10 | Revisions 2 |
| E2.0 | BUILDING PLAN GARAGE LEVEL | 05.13.10 | Revisions 2 |
| E2.1 | BUILDING PLAN FIRST FLOOR | 05.13.10 | Revisions 2 |
| E2.2 | BUILDING PLAN SECOND FLOOR | 05.13.10 | Revisions 2 |
| E2.3 | BUILDING PLAN THIRD FLOOR | 05.13.10 | Revisions 2 |
| E3.0 | UNIT A ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E3.1 | UNIT A1 ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E3.2 | UNIT B ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E3.3 | UNIT B1 ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E3.4 | UNIT C ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E3.5 | UNIT C1 ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E3.6 | UNIT D ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E3.7 | UNIT E/E1 ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E3.8 | UNIT F ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E3.9 | UNIT F1 ELECTRICAL PLAN | 05.13.10 | Revisions 2 |
| E4.0 | SECTION AND DETAILS | 05.13.10 | Revisions 2 |
| E4.1 | PANEL SCHEDULE | 05.13.10 | Revisions 2 |
| E4.2 | PANEL SCHEDULE EXTERIOR LCP | 05.13.10 | Revisions 2 |
| Plumbing (MHC Engineers, Inc.) | | | |
| P0.0 | PLUMBING GENERAL NOTES AND SPECIFICATIONS | 05.13.10 | Addendum #2 |
| P0.1 | SPECIFICATIONS, LEGEND AND EQUIPMENT SCHEDULE | 01.27.12 | Addendum #4 |
| P0.2 | PLUMBING DETAILS | 05.13.10 | Addendum #2 |
| P3.0 | GARAGE LEVEL PLUMBING PLAN | 05.13.10 | Addendum #2 |
| P4.0 | UNIT A WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P4.1 | UNIT A1 WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P4.2 | UNIT B WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P4.3 | UNIT B1 WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P4.4 | UNIT C WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P4.5 | UNIT C1 WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P4.6 | UNIT D WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P4.7 | UNIT E/E1 WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P4.8 | UNIT F WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P4.9 | UNIT F1 WASTE/VENT PLAN | 01.27.12 | Addendum #4 |
| P5.0 | UNIT A HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| P5.1 | UNIT A1 HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| P5.2 | UNIT B HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| P5.3 | UNIT B1 HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| P5.4 | UNIT C HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| P5.5 | UNIT C1 HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| P5.6 | UNIT D HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| P5.7 | UNIT E/E1 HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| P5.8 | UNIT F HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| P5.9 | UNIT F1 HW/CW/GAS PLAN | 01.27.12 | Addendum #4 |
| Mechanical (MHC Engineers, Inc.) | | | |
| M0.0 | MECHANICAL GENERAL NOTES AND SPECIFICATIONS | 05.13.10 | Addendum #2 |
| M0.1 | SPECIFICATIONS, EQUIPMENT SCHEDULE AND LEGEND | 05.13.10 | Addendum #2 |
| M0.2 | MECHANICAL DETAILS | 05.13.10 | Addendum #2 |
| M4.0 | UNIT A MECHANICAL PLAN | 05.13.10 | Addendum #2 |
| M4.1 | UNIT A1 MECHANICAL PLAN | 05.13.10 | Addendum #2 |
| M4.2 | UNIT B MECHANICAL PLAN | 05.13.10 | Addendum #2 |
| M4.3 | UNIT B1 MECHANICAL PLAN | 01.27.12 | Addendum #3 |

EXHIBIT D-1

DESIGN BUILD WORK

Hunters Point Shipyard - Block 50

1. SHORING
2. FIRE ALARM
3. SPRINKLER SYSTEM

EXHIBIT E

NOTICE TO PROCEED

Contractor Notice to Proceed

Notice is hereby given by Owner that on this 10th day of June, 2013, James E. Roberts-Obayashi Corporation ("Contractor"), is directed to commence construction of Work pursuant to Contract No. _____ ("Contract") on this ____ day of June, 2013, which is the "**Date of Commencement**".

Contractor has 246 Business Days from the Date of Commencement within which to Substantially Complete the Work as set forth in the Contract. Time is of the essence with respect to the Contract and, accordingly, Contractor promises to complete the Work within the specified period of time or be liable for liquidated damages, as stipulated in the Contract.

Overall Project Scope of Work:

As stated in the Contract with more specificity, Contractor shall construct all improvements in accordance with all Drawings, Specifications, and other technical documentation and all other Contract Documents with respect to the Project as stated in Exhibit D.

The Project, included the construction of twenty-five (25) condominium homes of approximately 1,165 to 1,426 sq. ft. per unit.

OWNER:

HPS1 Block 50, LLC
a Delaware limited partnership,

By: [Signature]
Name: Kofi Banner
Title: Regional President
Date: 6-10-13

CONTRACTOR:

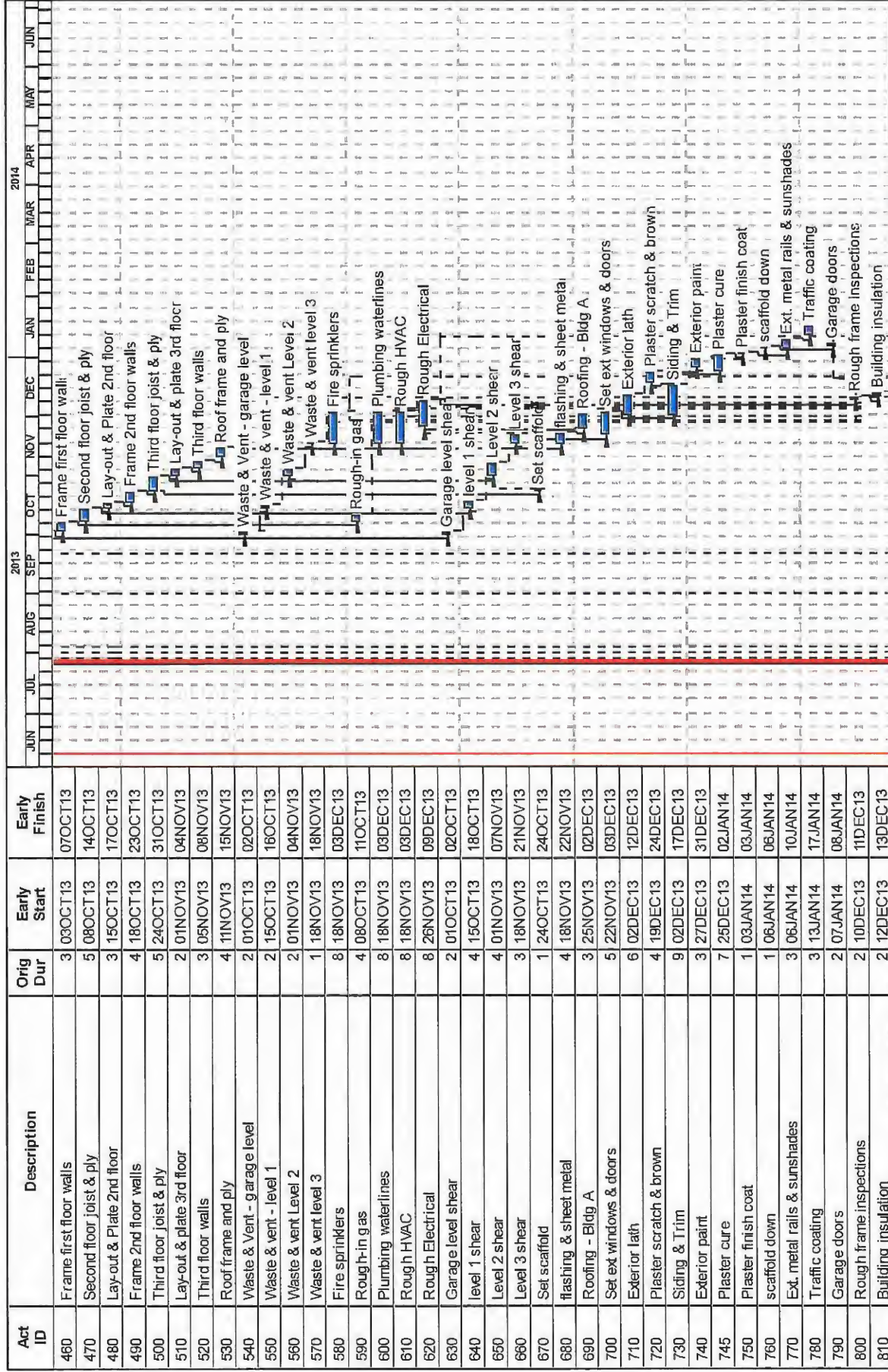
JAMES E. ROBERTS-OBAYASHI CORPORATION,
a California corporation

By: [Signature]
Name: Scott Smith
Title: President
Date: 6-7-13

EXHIBIT F

CONSTRUCTION SCHEDULE

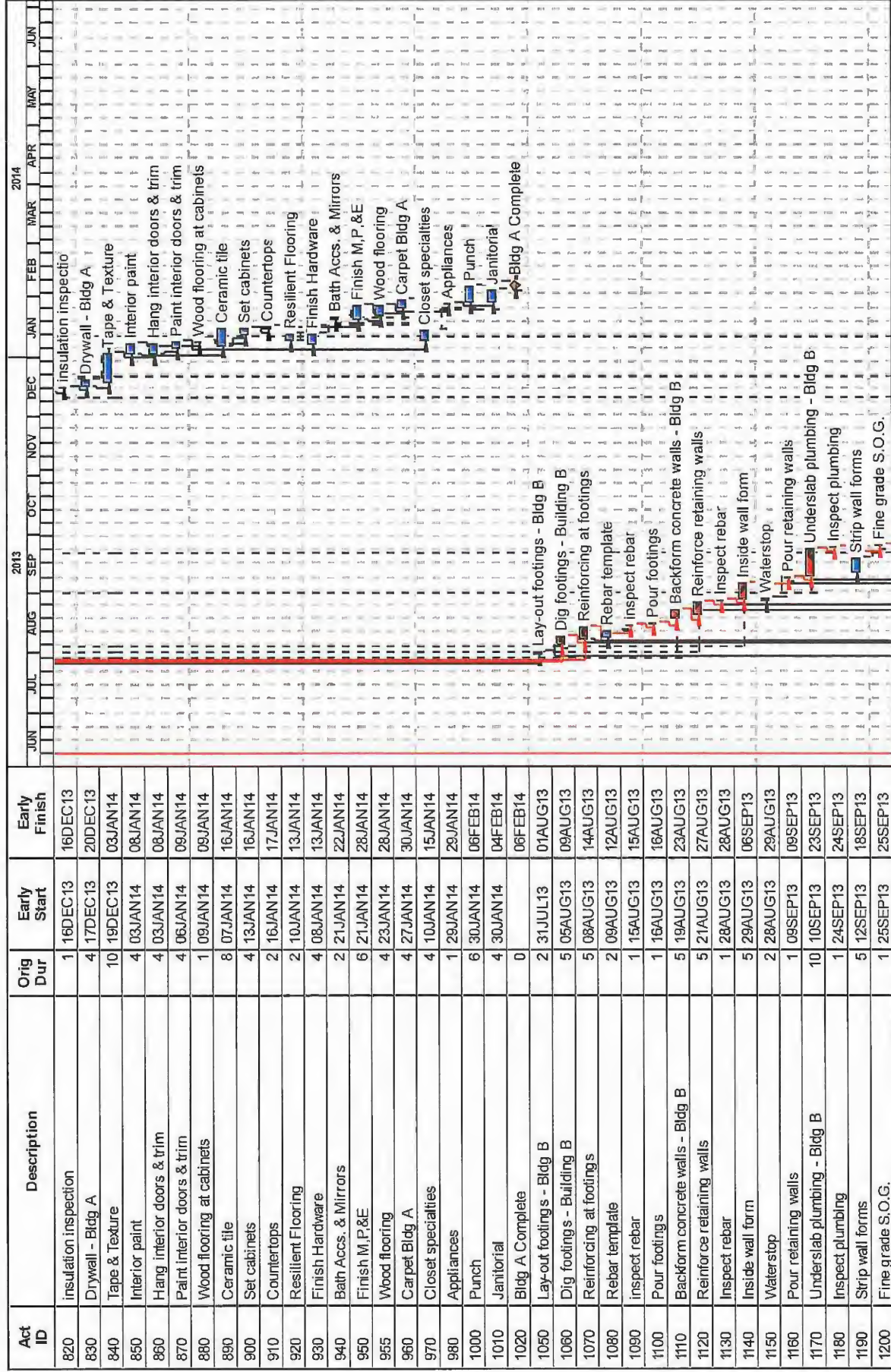
EXHIBIT F



Start date 10JUN13
 Finish date 29MAY14
 Data date 10JUN13
 Run date 06JUN13
 Page number 2A
 © Primavera Systems, Inc.

James E. Roberts - Obayashi Corp.
 Hunters Point Shipyard - Block 50

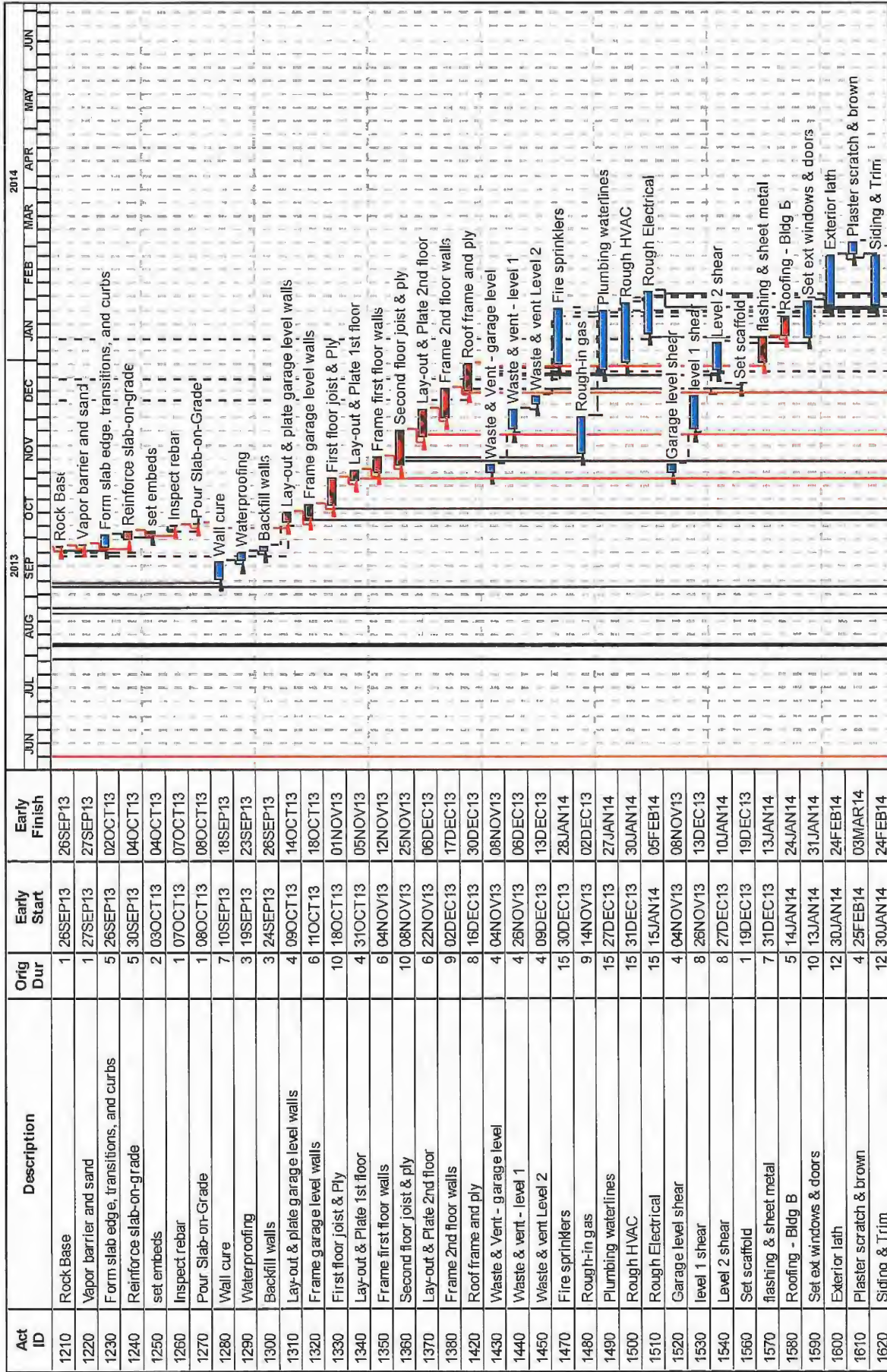
Early bar
 Progress bar
 Critical bar
 Summary bar
 Start milestone point
 Finish milestone point



James E. Roberts - Obayashi Corp.
Hunters Point Shipyard - Block 50

| | |
|---------------------------|---------|
| Start date | 10JUN13 |
| Finish date | 29MAY14 |
| Data date | 10JUN13 |
| Run date | 06JUN13 |
| Page number | 3A |
| © Primavera Systems, Inc. | |





Start date

10JUN13

Finish date

29MAY14

Data date

10JUN13

Run date

06JUN13

Page number

4A

© Primavera Systems, Inc.

Early bar

Progress bar

Critical bar

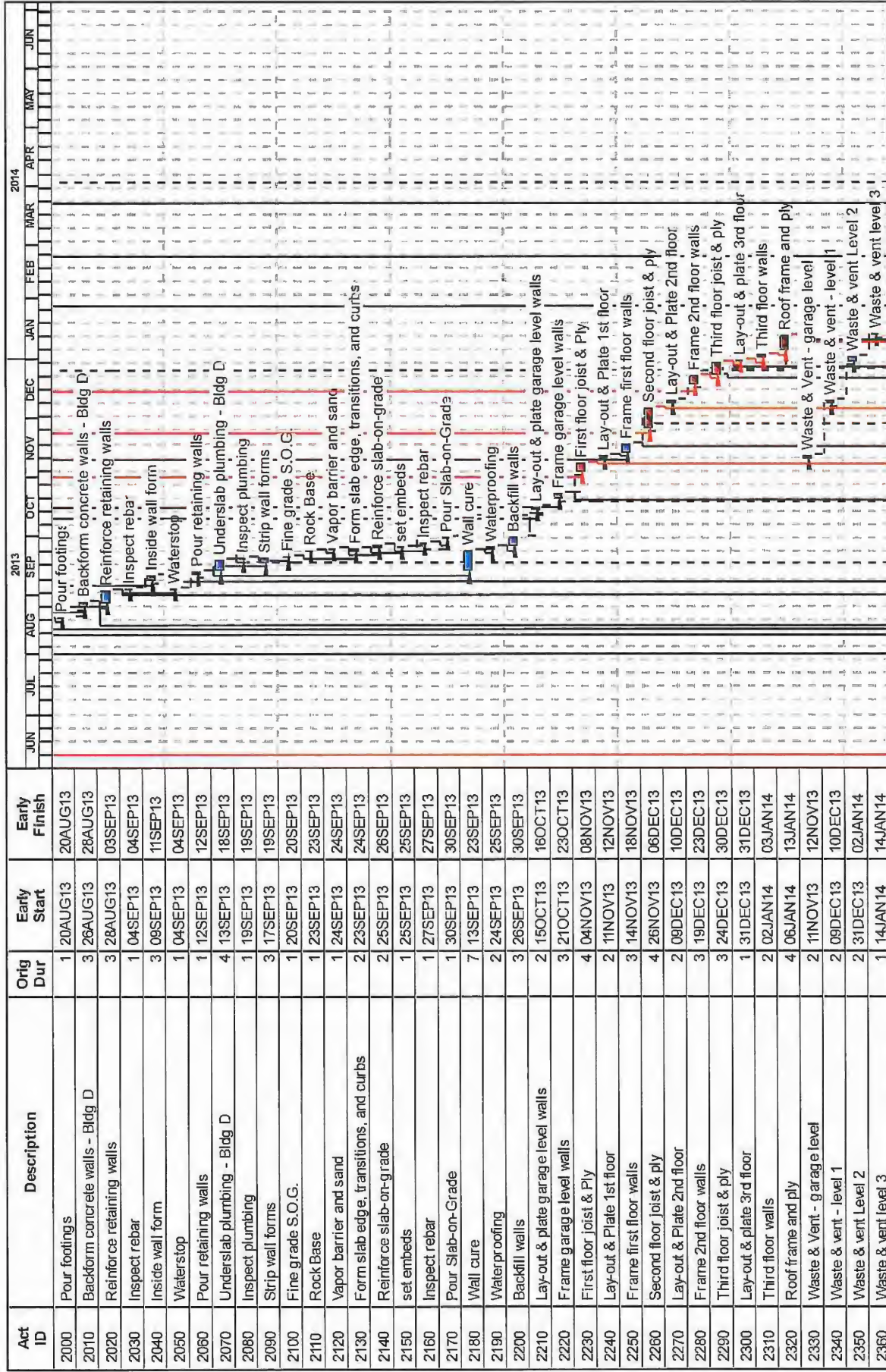
Summary bar

Start milestone point

Finish milestone point

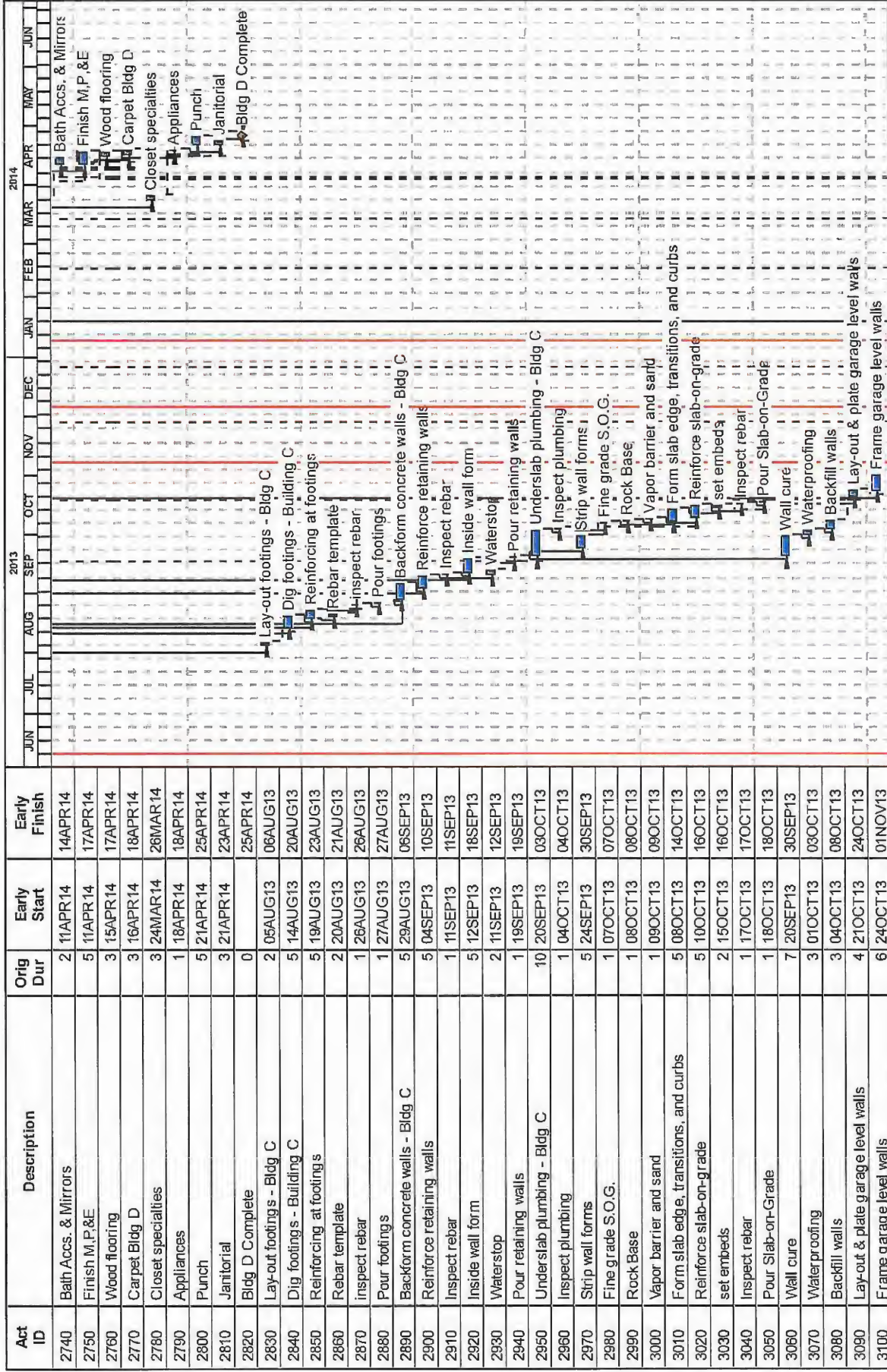
James E. Roberts - Obayashi Corp.

Hunters Point Shipyard - Block 50



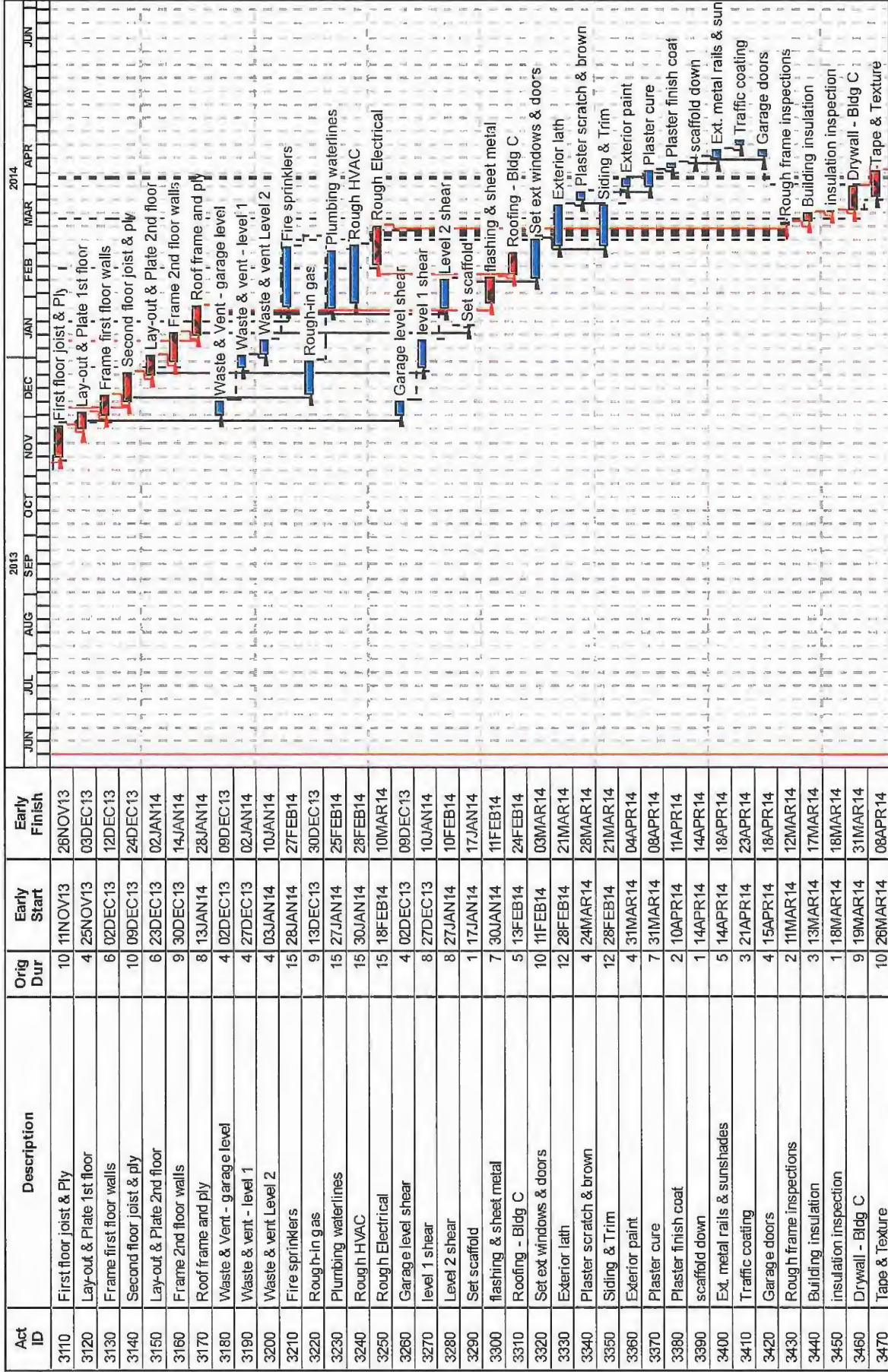
James E. Roberts - Obayashi Corp.
Hunters Point Shipyard - Block 50

| | |
|---------------------------|---------|
| Start date | 10JUN13 |
| Finish date | 29MAY14 |
| Data date | 10JUN13 |
| Run date | 06JUN13 |
| Page number | 6A |
| © Primavera Systems, Inc. | |



James E. Roberts - Obayashi Corp.
Hunters Point Shipyard - Block 50

| | |
|---------------------------|---------|
| Start date | 10JUN13 |
| Finish date | 29MAY14 |
| Data date | 10JUN13 |
| Run date | 06JUN13 |
| Page number | 8A |
| © Primavera Systems, Inc. | |



James E. Roberts - Obayashi Corp.
Hunters Point Shipyard - Block 50

| | |
|---------------------------|---------|
| Start date | 10JUN13 |
| Finish date | 29MAY14 |
| Data date | 10JUN13 |
| Run date | 06JUN13 |
| Page number | 9A |
| © Primavera Systems, Inc. | |

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point

EXHIBIT F-1

MILESTONES DATES

Block 50

| WORK | DATE |
|---------------------------|---|
| Slab Completes | Building A – September 16, 2013 Building B – October 8, 2013 Building D – September 30, 2013 Building C – October 18, 2013 |
| Framing Top-Out | Building A – November 15, 2013 Building B – December 30, 2013 Building D – January 13, 2013 Building C – January 28, 2013 |
| MEP Rough-in Inspection | Building A – December 10, 2013 Building B – February 6, 2014 Building D – February 18, 2014 Building C – March 12, 2014 |
| Building Wrap Complete | Building A – January 3, 2013 Building B – March 14, 2014 Building D – February 28, 2014 Building C – April 11, 2014 |
| Preliminary Drywall Start | Building A – December 17, 2013 Building B – February 18, 2014 Building D – March 3, 2014 Building C – March 19, 2014 |
| Drywall Complete | Building A – January 3, 2013 Building B – March 10, 2014 Building D – March 18, 2014 Building C – April 8, 2014 |

EXHIBIT F-1

EXHIBIT G
SCHEDULE OF VALUES

EXHIBIT G

JAMES E. ROBERTS-OBAYASHI CORPORATION

Hunters Point Shipyard - Block 50

San Francisco, CA

Cost Estimate

DATE :

6/05/13

| Line # | Description | Sect.# | Total | Est 8/10/10 | Difference |
|--------|---|-------------|-----------|-------------|------------|
| 1 | General Conditions | | 392,315 | 374,976 | 17,339 |
| 2 | Field Engineering | 01 71 23 | 9,025 | 9,850 | (825) |
| 3 | Selective Site Demolition | 02 41 13 | N.I.C. | | |
| 4 | Shoring & Underpinning | | 114,620 | 142,299 | (27,679) |
| 5 | Concrete Formwork | 03 10 00 | In #8 | | |
| 6 | Concrete Reinforcement | 03 20 00 | In #8 | 83,465 | (83,465) |
| 7 | Waterstop-RX Bentonite Waterstop | 03 25 00 | In #8 | | |
| 8 | Cast in Place Concrete: Structural | 03 30 00 | 1,063,020 | 508,609 | 554,411 |
| 9 | Cast in Place Concrete: Civil | 03 30 01 | In #10 | | |
| 10 | Site Concrete / Architectural Concrete | 03 33 16 | 417,500 | 122,286 | 295,214 |
| 11 | Concrete Finishing | 03 35 00 | 9,500 | | 9,500 |
| 12 | Permeable Concrete | 03 36 00 | In #10 | | |
| 13 | Metal Fabrications | 05 50 00 | 191,920 | 193,250 | (1,330) |
| 14 | Decorative Metal Railings | 05 73 00 | In #13 | | |
| 15 | Rough Carpentry | 06 10 00 | 1,645,487 | 1,337,300 | 308,187 |
| 16 | Sheathing Paper | 06 16 93 | In #16 | | |
| 17 | Finish Carpentry | 06 20 00 | 130,395 | 127,015 | 3,380 |
| 18 | Millwork | | 47,327 | 29,054 | 18,273 |
| 19 | Wood Railing | 06 43 16 | In #17 | | |
| 20 | Quartz Surfacing Fabrications | 06 61 19 | 50,839 | 59,918 | (9,079) |
| 21 | Blind Side Sheet Membrane Waterproofing | 07 13 13 | 163,683 | 77,770 | 85,913 |
| 22 | Fluid Applied Waterproofing | 07 14 00 | N.I.C. | | |
| 23 | Traffic Coating | 07 18 13 | 20,012 | 20,640 | (628) |
| 24 | Building Insulation | 07 21 01 | 78,424 | 51,429 | 26,995 |
| 25 | Underslab Vapor Barrier | 07 26 40 | In #8 | | |
| 26 | Mineral-Fiber Cement Siding | 07 46 46 | In #15 | | |
| 27 | Built-Up Asphalt Roofing | 07 51 13 | 177,000 | | 177,000 |
| 28 | Thermoplastic-Polyolefin Roofing | 07 54 23 | Alt | 106,353 | (106,353) |
| 29 | Sheet Metal Flashing and Trim | 07 62 00 | 185,000 | 81,090 | 103,910 |
| 30 | Flexible Flashing | 07 65 00 | In #15 | | |
| 31 | Self Adhered Door & Window Flashing | 07 65 26 | In #15 | | |
| 32 | Firestopping | 07 84 00 | 4,375 | 3,750 | 625 |
| 33 | Joint Sealants | 07 92 00 | 5,953 | 5,250 | 703 |
| 34 | Acoustical Sealants | 07 92 19 | In #48 | | |
| 35 | Molded-Hardboard-Faced Wood Doors | 08 14 23.19 | 57,021 | 54,146 | 2,875 |
| 36 | Fiberglass Doors | 08 16 13 | In #35 | | |
| 37 | Access Doors and Frames | 08 31 13 | 9,025 | 7,575 | 1,450 |
| 38 | Sectional Overhead Doors | 08 36 13 | 34,750 | 27,650 | 7,100 |
| 39 | Aluminum Windows | 08 51 13 | 69,732 | | 69,732 |
| 40 | Vinyl Windows and Sliding Glass Doors | 08 53 13 | 192,546 | 199,426 | (6,880) |
| 41 | Door Finish Hardware | 08 71 00 | 22,030 | 20,985 | 1,045 |
| 42 | Glazing | 08 80 00 | In #39 | | |
| 43 | Mirrors | 08 83 00 | In #59 | 5,502 | (5,502) |
| 44 | Louvers and Vents | 08 91 00 | In #70 | | |
| 45 | Metal Lath and Accessories | 09 22 36 | In #46 | | |
| 46 | Portland Cement Plastering | 09 24 00 | 330,111 | 273,225 | 56,886 |
| 47 | Cementitious Backer Boards | 09 28 13 | In #48 | | |
| 48 | Gypsum Board | 09 29 00 | 446,380 | 419,000 | 27,380 |

JAMES E. ROBERTS-OBAYASHI CORPORATION

Hunters Point Shipyard - Block 50

San Francisco, CA

Cost Estimate

DATE :

6/05/13

| Line # | Description | Sect.# | Total | Est 8/10/10 | Difference |
|--------|--|----------|-----------|-------------|------------|
| 49 | Tiling | 09 30 00 | 114,159 | 118,378 | (4,219) |
| 50 | Wood Composition Flooring | 09 64 00 | 124,100 | 84,044 | 40,056 |
| 51 | Resilient Base and Accessories | 09 65 13 | In #52 | | |
| 52 | Resilient Sheet Flooring | 09 65 16 | 5,723 | 2,200 | 3,523 |
| 53 | Resilient Tile Flooring | 09 65 19 | In #52 | 5,262 | (5,262) |
| 54 | Carpeting | 09 68 00 | 61,254 | 65,010 | (3,756) |
| 55 | Acoustical Insulation | 09 81 00 | In #24 | | |
| 56 | Painting and Coating | 09 90 00 | 178,896 | 190,000 | (11,104) |
| 57 | Vapor Emission Treatment Systems | 09 97 25 | 6,984 | 6,984 | |
| 58 | Design Build Signage | 10 14 00 | 4,020 | 5,000 | (980) |
| 59 | Toilet, Bath and Laundry Accessories | 10 28 00 | 38,017 | 31,281 | 6,736 |
| 60 | Fire Protection Specialties | 10 44 00 | 3,917 | 7,133 | (3,216) |
| 61 | Mailboxes | 10 55 23 | 3,779 | 4,574 | (795) |
| 62 | Wardrobe and Closet Specialties | 10 57 00 | 13,500 | 3,019 | 10,481 |
| 63 | Awnings | 10 71 31 | In #13 | | |
| 64 | Residential Equipment | 11 30 00 | 94,949 | 98,219 | (3,270) |
| 65 | Casework | 12 30 00 | 64,150 | 77,355 | (13,205) |
| 66 | Bike Hooks | | 4,238 | 3,670 | 568 |
| 67 | Scaffolding | | 85,500 | 74,000 | 11,500 |
| 68 | Fire Protection | 21 11 00 | 190,185 | 167,550 | 22,635 |
| 69 | Plumbing | 22 00 00 | 1,081,560 | 884,706 | 196,854 |
| 70 | HVAC | 23 00 00 | 291,800 | 175,181 | 116,619 |
| 71 | Joint Trench | 26 05 00 | N.I.C. | | |
| 72 | Electrical | 26 05 01 | 779,310 | 486,226 | 293,084 |
| 73 | PV - Allowance | 26 31 00 | 20,000 | 20,000 | |
| 74 | Design Build Residential Fire & CO Alarm Systems | 28 30 00 | In #72 | | |
| 75 | Earthwork | 31 20 00 | 250,800 | 285,175 | (34,375) |
| 76 | Trenching | 31 23 17 | In #75 | | |
| 77 | Permeable Pavers | 32 14 13 | 8,911 | 6,682 | 2,229 |
| 78 | Concrete Curbs and Gutters | 32 16 13 | In #87 | | |
| 79 | Fences & Gates - Allowance | 32 31 00 | 50,000 | 36,720 | 13,280 |
| 80 | Irrigation System | 32 80 00 | In #81 | | |
| 81 | Planting | 32 90 00 | 47,830 | 40,445 | 7,385 |
| 82 | Utility Structures | 33 05 16 | In #84 | | |
| 83 | Water Utilities | 33 10 00 | In #84 | | |
| 84 | Sanitary Sewerage Utilities | 33 30 00 | 175,475 | 152,443 | 23,032 |
| 85 | Storm Drainage Utilities | 33 40 00 | In #84 | | |
| 86 | Natural Gas Distribution | 33 51 00 | In #88 | | |
| 87 | Offsite Work | | N.I.C. | | |
| 88 | Clean-Up & Janitorial | | 61,023 | 55,321 | 5,702 |
| | Security Guard | | 43,750 | 40,000 | 3,750 |
| | Testing & Inspections | | BY OWNER | | |
| | Building Permit & Fees | | BY OWNER | | |
| | Street Permits | | BY OWNER | | |
| | Water Fees | | BY OWNER | | |
| | Sewer Fees | | BY OWNER | | |
| | PG & E Joint Trench & Vaults | | BY OWNER | | |

JAMES E. ROBERTS-OBAYASHI CORPORATION

Hunters Point Shipyard - Block 50

San Francisco, CA

Cost Estimate

DATE :

6/05/13

| Line # | Description | Sect.# | Total | Est 8/10/10 | Difference |
|--------|-----------------------------|--------|-------------------|------------------|------------------|
| | Builder's Risk | | BY OWNER | | |
| | Sub Bonds | | N.I.C. | | |
| | | | | | |
| | SUBTOTAL | | 9,671,819 | 7,468,391 | 2,203,428 |
| | City Business Tax | 0.22% | 21,278 | 16,430 | 4,848 |
| | GC Offsite Liability (OCIP) | 0.45% | 43,619 | 37,424 | 6,195 |
| | Fee | 4.00% | 389,469 | 300,890 | 88,579 |
| | G.C. Bond | 0.70% | 70,883 | 75,407 | (4,524) |
| | TOTAL | | 10,197,068 | 7,898,542 | 2,298,526 |

James E. Roberts-Obayashi Corporation

HPSY Block 50 Exhibit G-1 Hourly Rate Schedule

| <u>Position</u> | <u>Rate/Hour</u> |
|--------------------------|--|
| Project Manager | \$98.25 |
| Superintendent | \$110.00 (excluding truck) \$115.50 (including truck) |
| Assistant Superintendent | \$87.00 (excluding truck) \$91.35 (including truck) |
| Project Engineer | \$54.60 |
| Carpenter Foreman | \$98.15 (including truck/gas) |
| Journeyman Carpenter | \$89.65 |
| General Laborer | \$63.06 |

Rates valid through June 30, 2014.

Assume 4% increase starting July 1, 2014.

EXHIBIT H
PROJECT QUALIFICATIONS

EXHIBIT H



James E. Roberts-Obayashi Corporation

20 Oak Ct. Danville, CA 94526
Ph: (925) 820-0600 Fax: (925) 820-1993

Hunters Point Block 50

June 5, 2013

Exhibit "H"

QUALIFICATIONS:

1. We assume that this Block will be constructed at the same time as Block 51 and that work will commence by June 15, 2013.
2. Contractor Allowances include the following:
 - a. Photovoltaic conduit, supports, & flashings & electrical: **\$20,000**
 - b. Gate Allowance: **\$50,000**
3. The OCIP to have a maximum self-insured obligation per occurrence to Roberts-Obayashi of \$25,000 and a maximum self-insured obligation of \$20,000 per occurrence to each subcontractor
4. It is assumed that all off-hauled spoils will be disposed of at a location at the Hunters Point Shipyard. Off-Haul is assumed to be approximately 5,000 CY.
5. Shoring will be per the design by Tuan and Robinson dated 4/07/2010.
6. Kitchen countertops to be 2 cm Caesarstone – 3141 Eggshell with full backsplash behind the ranges. Vanity tops to be 2cm Ceasarstone – 4600 Organic White.
7. Fluid Applied waterproofing to be CCW-500R 90 mil to floors and planters and CCW-500R 215 mil to below grade non-blind side walls.
9. Garage doors to be Clopay T51F with operators and two (2) remotes per unit.
10. Vinyl windows are by Milguard Monticito series with bronze exteriors and white interiors.
11. Entry door hardware is Schlage CS210 with interchangeable cores and is not recommended in for-sale units. These cylinders can be changed to standard residential keying at no charge.
12. Signage includes acrylic ADA unit number signs, ADA room signs, Bang bar and painted bronze 12" high building address sign.
13. Closets to have wire shelving by Closetmaid.
14. Mailboxes are Florence 4C-4CET2 front loading.
15. Cabinetry to be Thermal Foil and is manufactured by Lanz Euroscapes Collection.
16. Romex is to be used where allowed by code.
17. Aluminum sub feed will be utilized where allowed by code.
18. Load centers with plug-in breakers will be used in lieu panel boards with bolt on breakers.
19. Residential Decora devices will be utilized where allowed by code.
20. PG&E, CATV and Pac Bell service conduits will be stubbed to the property line.



James E. Roberts-Obayashi Corporation

20 Oak Ct. Danville, CA 94526
Ph: (925) 820-0600 Fax: (925) 820-1993

Hunters Point Block 50

June 5, 2013

Exhibit "H"

EXCLUSIONS:

1. All costs related to testing and inspections (i.e. soils, concrete, masonry, steel, wood etc.).
2. Removal, disposal, and backfill of underground obstructions, buried structures, utilities, buried tanks etc.
3. Removal of underground obstructions such as concrete footings, slabs, brick, etc. below designated subgrades.
4. Excavation, handling and removal of regulated material.
5. Rock excavation, blasting or hydro hammer.
6. Export of excavated soils beyond the Hunters Point Shipyard.
7. We exclude the cost of all utility permits and associated fees. All utility company charges, fees and/or assessments are to be paid by the owner. These include sanitary sewer and storm drain permits, all costs from PG & E (including costs to relocate power poles and costs associated with relocation of underground lines to accommodate transformer installation), telephone (including costs to relocate existing lines), and cable TV companies, the cost of water meters and related laterals from meters to the main water lines for domestic, fire and irrigation water supply.
8. All architectural and/or design consultant fees or charges.
9. Street permit, building permit and plan check fees. We require street usage to complete this work – owner shall pay city and related fees for usage.
10. Governmental charges, assessments, and fees.
11. Builders risk, All Risk and fire insurance.
12. Sidewalk or lane closure permits and encroachment permits.
13. All costs related to foundation survey, ALTA survey, or final survey.
14. All costs relating to architect and/or design consultants review and/or incorporation of value engineering alternatives.
15. General Liability insurance. Owner is to provide OCIP insurance policy with acceptable coverage and term that will cover Roberts-Obayashi and all of our subcontractors.
16. Noise and vibration monitoring
17. Dewatering of groundwater. The groundwater level is below our lowest grading elevation.
18. P.G. & E. transformer, transformer vault, conduits, feeders and installation thereof.
19. Cost for preparation of SWPPP plan.
20. QSP and/or QSD.

21. Any T.V. or telephone service, conduits, boxes, etc. outside the building line.
22. Any off-site dust control including but not limited to dust control of the unpaved streets and dust control, watering or covering of the off-hauled spoils at the stockpile area. We will clean the streets immediately adjacent to Block 50 if materials from the site are brought onto the streets during off-haul or other construction related activities.
23. 40 mil Fortiflash SASM at wall plaster trims, corners, & control joints per specification section 07 50 00.
24. Waterproofing under the footings at column lines B & C.
25. Sound underlayment at bedrooms, bathrooms, W/D rooms and stairs and landings.
26. Section 012100 Allowance #1 for \$20,000 for misc. signage.
27. Concrete encased duct banks shown on sheet E4.0.
28. Photovoltaic work except for the work as described in allowance 2.a. in the qualifications

EXHIBIT I

PROGRESS PAYMENTS

Notwithstanding the text of the attached sample forms requiring Architect's certification or any other action, the Parties acknowledge that Owner shall be the sole Party with authority to approve and accept Contractor's Application for Payment as more fully set forth in the Contract Documents, and that Architect shall have no authority or responsibility of any nature with respect to any certification or any such approval or acceptance of Contractor's applications for Payment.

EXHIBIT I

DRAFT AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: PROJECT: Response to Request for Qualifications APPLICATION NO: 001 Distribution to:

FROM CONTRACTOR: VIA ARCHITECT: PERIOD TO: OWNER: ARCHITECT: CONTRACTOR: CONTRACT FOR: General Construction CONTRACT DATE: FIELD: PROJECT NOS: / /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$0.00
2. NET CHANGE BY CHANGE ORDERS..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$0.00
5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on G703): \$0.00 = \$0.00
- b. 0 % of Stored Material (Column F on G703): \$0.00 = \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$0.00

6. TOTAL EARNED LESS RETAINAGE..... \$0.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$0.00

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$0.00

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00 | \$0.00 |
| Total approved this Month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES by Change Order | \$0.00 | \$0.00 |

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

EXHIBIT J

Hunters Point Shipyard – Block 50 Retention Release Schedule

Subject to Lender's reasonable approval, Owner agrees to provide good faith effort to achieve early retention release for the trades outlined below. All Close-out documents required by the Contract shall be approved by Owner prior to invoicing retention release. GMP pricing is based on the following.

1. Notwithstanding anything to the contrary in Article 11 of the Agreement, Earthwork, and Shoring retentions shall be invoiced 30 days after completion of rough grading. These scope of work correspond to Schedule of Value items 4 and 75.
2. Notwithstanding anything to the contrary in Article 11 of the Agreement, Building Concrete, Formwork, Reinforcing, and Shot-Crete retention to be invoiced 30 days after final structural concrete pour. These scopes of work correspond to Schedule of Values item 8.
3. Notwithstanding anything to the contrary in Article 11 of the Agreement, Rough Carpentry retention to be invoiced 30 days after final rough frame inspection. This scope of work corresponds to Schedule of Value item 15. There shall be no retention held on rough carpentry materials.

EXHIBIT J

EXHIBIT K
PROJECT CLOSEOUT FORMS

FOR AND IN CONSIDERATION OF THE SUM OF _____
DOLLARS (\$), as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, James E. Roberts-Obayashi Corp., the undersigned Contractor, hereby fully and forever releases, acquits and discharges HPS1 Block 51, LLC, HPS Development Co., LP, Lennar Corporation, and each of heir parent, related and affiliated companies, their agents, employees, consultants, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasee", from all manner of action and causes of action, suits, claims of any type, judgments, damages and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain Guaranteed Maximum Price Agreement with an Effective Date of June 6, 2013, Contract Number _____, between HPS1 Block 51, LLC and Contractor, and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the Hunters Point Shipyard, Block 51.

Contractor expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 which states as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME
OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Releasee, Contractor expressly acknowledges that this General Release contemplates the extinguishment of all claims which Contractor does not know or suspect to exist in its favor at the time of execution.

The undersigned covenants that except for actions and suits based upon breaches of the terms of this Release, it shall not commence or prosecute any action or suit in law or in equity, against the Releasee on account of any action or cause of action which now exists or which may hereafter accrue in its favor.

In addition to any other liability which shall accrue upon the breach of the covenants contained herein, the undersigned shall be liable to pay all reasonable attorneys' fees and costs incurred by the Releasee in the defense of any such action or suit.

CONTRACTOR:

JAMES E. ROBERTS-OBAYASHI CORPORATION,
a California corporation

By: _____
Name: _____
Title: _____
Date: _____

STATE OF CALIFORNIA COUNTY OF _____

On _____, 200 ____, before me, _____
Notary Public, personally appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Page 2 of 2

EXHIBIT K

EXHIBIT K-1

CONTRACTOR'S AFFIDAVIT

Form 2
Page 1 of 2

From: James E. Roberts-Obayashi Corp.

To: HPSI Block 51, LLC

The undersigned, being duly sworn, upon his oath deposes and says:

1. That he is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. _____, dated _____, 20____, for the Hunters Point Shipyard Block 51 Project in San Francisco, CA.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

CONTRACTOR:

James E. Roberts-Obayashi Corp., a California corporation

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20____, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

(SEAL)

EXHIBIT K-1

EXHIBIT K-1

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Form 2
Page 2 of 2

Date: _____

From: James E. Roberts-Obayashi Corp.

To: Hunters Point Shipyard -Block 51

Re: Contract No. _____, dated _____, 20____, between
Owner and James E. Roberts-Obayashi Corp.

The following are ALL the amounts due and owing to all persons, firms, corporations and union welfare and benefit funds (if any) who have furnished services, labor, materials, equipment or supplies, with respect to the above referenced Contract. All amounts represent the total amount due and owing as of the date hereof AND any contested, claimed, or unissued credits are specifically noted next to the amounts due and owing.

| <u>NAME</u> | <u>AMOUNT DUE AND OWING</u> | <u>OTHER</u> |
|-------------|---------------------------------|--------------|
|-------------|---------------------------------|--------------|

Please initial:

Contractor

EXHIBIT K-1

EXHIBIT K-2

CONTRACTOR'S RELEASE AND WAIVER - INSURANCE

Form 3
Page 1 of 1

Project: Hunters Point Shipyard - Block 51

Contract No.: _____

Contractor: James E. Roberts-Obayashi Corp.

Date of Contract: _____, 20____

In consideration of the final payment under the Contract shown above between James E. Roberts-Obayashi Corp. and HPS1 Block 51, LLC c/o Lennar Urban, as Owner, and the undersigned, as Contractor, for Work on the above-captioned Project, the undersigned hereby represents that all claims which the undersigned may have against Owner-furnished insurance (as and to the extent provided pursuant to the Contract Documents) for the Project have been reported in writing to HPS1 Block 51, LLC c/o Lennar Urban. Contractor hereby waives and releases HPS1 Block 51, LLC c/o Lennar Urban, Lennar Corp., their insurance carriers pursuant to any such Owner-furnished insurance, their respective parent, subsidiary, related and affiliated companies and the officers, directors, agents and employees of each from any and all claims for property damage which have not been timely reported in writing to HPS1 Block 51, LLC c/o Lennar Urban. HPS1 Block 51, LLC c/o Lennar Urban and its insurance carriers reserve the right to deny any claim which has not been timely filed.

If not incorporated, sign below:

If Corporation, sign below:

(Signature of Owner, Partner)

James E. Roberts-Obayashi Corp., a California corporation

Title: _____
(Enter Position of Signatory)

Title: _____
(Signature of Corporate Officer)

d/b/a/ _____

Title: _____

State of _____)

County of _____)

On _____, 20____, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

(SEAL)

EXHIBIT K-2

EXHIBIT K-3

WAIVER OF LIEN/LITIGATION LIST

Form 4
Page 1 of 1

CONTRACTOR: James E. Roberts-Obayasbi Corp.

CONTRACT NO.: _____

All of the following have filed one or more of the following Notices:

Pursuant to the General Conditions, provide such releases, waivers, or satisfactions of lien (or other documentation) in such form as HPS1 Block 51, LLC may require for the following:

| <u>TYPE</u> | <u>COMPANY FILING NOTICE</u> | <u>UNDER AN ORDER GIVEN BY</u> |
|-------------|------------------------------|--------------------------------|
|-------------|------------------------------|--------------------------------|

Please initial:

Contractor

EXHIBIT K-3

EXHIBIT K-4

CONTRACTOR'S GUARANTEE TO OWNER

Form 5
Page 1 of 2

Date: _____

From: James E. Roberts-Obayashi Corp.

To: HPS1 Block 51, LLC

Contract No.: _____

Project: Hunters Point Shipyard - Block 51

In further consideration of the above-referenced Contract and pursuant to the provisions thereof, the undersigned hereby guarantees to Owner, its successors and assigns, that all Work, as defined in the Contract Documents, whether performed or caused to be performed by the undersigned, shall be free from any Defects in workmanship, materials and/or equipment and shall be in strict compliance with the Contract Documents. If, within the Residential Warranty Period, Common Area Warranty Period, warranty period set forth in California Civil Code section 895 or any other warranty period prescribed by law or the Contract Documents, the Work or any portion thereof shall prove to be Defective in workmanship, material and/or equipment, or in any way not in strict compliance with the Contract Documents, then the undersigned shall repair and/or, at the option of Owner, replace at its own cost and expense, all such Defective or non-complying Work, together with any other components of the Work, structures or facilities which have been displaced or damaged by so doing or which have been damaged as a result of any Defect in workmanship, material and/or equipment or the failure of the Work to comply with the Contract Documents. Such repairs and/or replacements shall be performed in accordance with the terms, conditions, covenants and provisions of the Contract Documents pursuant to which the Work was performed in the first instance, except that such repairs and/or replacements shall be without cost to Owner, its successors or assigns, or to any related company of Owner.

Should the undersigned fail to perform its said repair and/or replacement obligations promptly after being given notice of its breach of this Guarantee, then Owner may perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof, at Owner's option; provided, however, that if, in the sole judgment of Owner, an emergency exists as a result of any such Defective or non-complying Work which, in Owner's opinion, requires more immediate corrective action than the undersigned is able to provide, then Owner may, without notice to the undersigned, perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof.

Date: _____, 20____

CONTRACTOR:

James E. Roberts-Obayashi Corp., a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT K-4

EXHIBIT K-5

CONTRACTOR'S GUARANTEE TO OWNER

Form 5
Page 2 of 2

Local Representative to be contacted for service:

CONTRACTOR

Name

Address

Telephone Number

EXHIBIT K-5

EXHIBIT K-6

CONSENT OF SURETY

Form 6
Page 1 of 1

Date: _____

HPS1 Block 51, LLC c/o Lennar Urban
One California Street, Suite 2700
San Francisco, CA 94111

Attention: Contract Administration

Gentlemen:

We are the surety for _____ (the "Contractor") under Performance and Payment Bonds issued in connection with Contract No. _____, dated _____, between Contractor and HPS1 Block 51, LLC c/o Lennar Urban (the "Owner") pursuant to which Contract Contractor is performing certain Work in connection with the construction of the Hunters Point Shipyard, Block 51. We understand that Contractor desires to be paid, subject to our consent, the Retainage held by Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

1. We hereby consent to the payment of the Retainage as aforesaid.
2. Said payment shall in no way affect the aforesaid Payment and Performance Bonds or our obligations thereunder, all of which shall remain in full force and effect.

Sincerely,

Authorized Signature

Name

Title

Date

(THIS SPECIFIC FORMAT MUST BE SUBMITTED ON THE LETTERHEAD OF THE SURETY)

EXHIBIT L

Intentionally Omitted.

EXHIBIT L

EXHIBIT M

Intentionally Omitted.

EXHIBIT M

EXHIBIT N

DEFICIENCY NOTICE

To: James E. Roberts-Obayashi Corp. Number DN # _____
Project: Hunters Point Shipyard Block 50 Date: _____
Contract: _____

Pursuant to Section 2.3.1 of the General Conditions, including, without limitation, you are hereby directed to remedy or correct the damaged, defective or non-conforming Work as described below:

Corrective Action Required:

Contractor shall submit corrective action that conforms to the Contract Documents within ten (10) days of receipt of this Deficiency Notice for review and acceptance by Owner.

Pursuant to all applicable sections of the Contract Documents, this defective or nonconforming Work shall be corrected/remedied at no additional cost or time extensions to the Owner. Failure to correct said defective or nonconforming Work as specified herein will require the Work to be performed by the Owner, and all costs may be back charged to the Contractor and deducted from future payments due Contractor as permitted pursuant to the General Conditions and the other Contract Documents including, without limitation, Section 11.3 of the Agreement and Sections 2.3.2 and 2.3.3 of the General Conditions.

Corrective Action Completed:

| | | | |
|------------------------|------|------------|------|
| Owner's Representative | Date | Contractor | Date |
| | | Initiator | Date |

EXHIBIT N

James E. Roberts-Obayashi Corporation

**HPSY Block 50
Exhibit O
Schedule of Key Personnel**

Position

| | |
|-------------------------------|------------------------|
| Project Executive | Scott Smith, President |
| Vice President – Construction | Pat Parker |
| Project Manager | Tim Clark |
| Superintendent | Fred Carter |
| Superintendent | To Be Named |
| Estimator | Kurt Lindquist |

EXHIBIT P

WEATHER DELAY CLAIM LOG

Signatures on this Weather Delay Claim Log depicts that weather caused some Work to be interrupted. However, the requirements set forth in Section 9.2.2. and Section 9.2.2.1 of the General Conditions must be met for the Contract Sum and/or Contract Time to be increased.

| Date of Weather Delay | Description of Work in Progress at time of Delay | Critical Path Work Disrupted by Weather | Contractor's Initials | Owner Initials |
|-----------------------|--|---|-----------------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

EXHIBIT P

EXHIBIT P

[illegible]

EXHIBIT Q

OSHA ADDENDUM

CONTRACT NO.: _____

To: Contractor:

This Addendum will confirm that Contractor is fully cognizant of all relevant occupational safety and healthy statutes, regulations, and orders applicable to Contractor's performance of the Work, including, without limitation, the following provisions of the California Administrative Code, Title 8 (Industrial Relations), Division 1: (i) Chapter 3.2, Subchapter 2 (Regulations of the Division of Occupational Safety and Health); and (ii) the Regulations of the California Division of Occupational Safety and Health, Orders of the Division of Industrial Safety as set forth in Chapter 4, Subchapter 4 (Construction Safety Orders), and Cal/OSHA'S SB 198 Injury and Illness Prevention Program requirements as set forth in Chapter 4, Subchapter 7 (General Industry Safety Orders). Contractor hereby acknowledges compliance with all the same.

Contractor agrees to abide by all of the above-referenced statutes, rules, regulations, and orders, and to take all steps to ensure that all employees on the jobsite covered by the Agreement will be fully knowledgeable of the rules as well. To facilitate Contractor's compliance with these obligations, a copy of any relevant regulations or orders will be provided to Contractor within ten (10) Business Days after Contractor's written request to Owner for such regulations or orders.

Acknowledgment:

CONTRACTOR

By: _____

Date: _____

Title: _____

EXHIBIT R

MSDS ADDENDUM

CONTRACT NO.: _____

Contractor/Subcontractor Name: _____

Subject: "HAZARDOUS MATERIALS DISCLOSURE STATEMENT"

Please be informed that you are obligated by "Proposition 65", the OSHA Hazard Communications Standards, and all other local governing agencies to disclose in writing to Contractor any Hazardous Materials being used or stored on any of Contractor's projects along with all applicable "Material Safety Data Sheets."

To comply with the Hazardous Materials Compliance Program being implemented by Contractor and HPS1 Block 50, LLC, Hazardous Materials information will be on file in each construction site office for your employee's review.

If you are working on more than one project, each project shall be disclosed to Owner separately.

If you will use no Hazardous Materials at the Project for completion of your Work please sign the Acknowledgment below and indicate "Not Applicable" and return to Owner and Contractor with your executed Agreement. Your signature below constitutes a representation and warranty that no Hazardous Materials will be used on the Project unless and until Contractor/Subcontractor complies with all obligations arising under the Agreement.

If you will be using any Hazardous Materials at the Project in completing the Work which is known as of the date of this Agreement, Contractor/Subcontractor shall attach to this Addendum as Schedule "1" the required listing of all such Hazardous Materials, and shall deliver this executed Addendum, including Schedule "1," and all applicable MSDS forms with your executed Agreement. Your signature below constitutes a representation and warranty that only those Hazardous Materials reflected on Schedule "1" for which MSDS forms are provided to Contractor will be used on the Project, and that Subcontractor will comply with all obligations arising under the Agreement to provide additional information with respect to any additional Hazardous Materials which are later required to be utilized in the performance of the Work during the term of the Agreement.

Exhibit S – OCIP Addendum
Agreement between Owner and General Contractor (Roberts-Obayashi Corp.) hereinafter
referred to as “Contractor”
General Liability Owner Controlled Insurance Program

PROJECT: Block 30

OWNER: HPSI Block 30, LLC CONTRACT VALUE: \$10,197,068

1. General: Owner has arranged with Aon Risk Service West (“**Program Administrator**”) to obtain Commercial General Liability and Excess Liability Insurance, known as an Owner Controlled Insurance Program (the “**OCIP**”), with respect to the Work to be performed pursuant to the Contractor’s Contract. The terms “**Project**” and “**Project Site**” as used in this Addendum, refer to and include the areas of the Project Site where the Work is performed or is to be performed, but does not include offsite areas or any adjacent, adjoining, or nearby property.
2. Eligible Parties: The Eligible Parties are Owner, Construction Managers, Contractors, Subcontractors, Sub-tier Subcontractors and those parties performing Work on the Project Site not otherwise categorized as an Excluded Party (each, an “**Eligible Party**”). Owner reserves the right, in its sole and absolute discretion, to include or exclude any Contractor, Subcontractor, and Sub-tier Subcontractors from the OCIP or to discontinue their eligibility in the OCIP, except as limited by the VDDA. If Owner exercises the right to discontinue eligibility of any Contractor, Subcontractor or Sub-tier Subcontractors from the OCIP, Owner and Contractor shall negotiate an equitable adjustment for the reasonable cost arising out of the discontinuation through a Change Order for such party to meet the insurance requirements of Article 11 of the General Conditions.
3. Excluded Parties: The following parties are not eligible for the OCIP, and are collectively referred to as “**Excluded Parties**”: (1) consultants; architects; surveyors; engineers; soil testing engineers; those identified as “Professionals” in Exhibit S-3 and quality inspectors; hazardous materials removal and/or transport companies and their consultants; mold or pollution remediation/treatment; suppliers; fabricators; material dealers; and truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project; (2) contractors and subcontractors and each of their respective sub-tier contractors and subcontractors who (i) do not perform Work at the Project; (ii) manufacture materials offsite; or (iii) provide temporary equipment, safety equipment, barricade services, SWPPP related work, and alike; and (3) any parties or entities specifically excluded by Owner in its sole discretion, even if otherwise eligible or apparently eligible.
4. Enrolled Parties and Enrolled Subcontractors: Eligible Parties that enroll in the OCIP are referred to as “**Enrolled Parties**.” “**Enrolled Subcontractors**” means Subcontractors which are enrolled in the OCIP. The term Enrolled Parties includes Enrolled Subcontractors.
5. Enrollment: Contractor is enrolled in the OCIP by signing of the Contract. The effective date of Enrollment is the date that the Contract is signed by Contractor, provided the OCIP has inceptioned at the time. Otherwise, the effective date of Enrollment is the date the OCIP has inceptioned, provided that the Contract has been signed by Contractor. All eligible Subcontractors and Sub-tier Subcontractors are enrolled in the OCIP by signing the subcontract or sub-tier subcontract, respectively. The effective date of Enrollment is the date that the subcontract or sub-tier subcontract is signed by Subcontractor or Sub-tier Subcontractor, respectively, provided the OCIP has inceptioned at the time. Otherwise, the effective date of Enrollment is the date the OCIP has inceptioned provided that the subcontract or sub-tier subcontract has been signed by Subcontractor or Sub-tier Subcontractor, respectively.
6. Coverage For Operations At Project Site Only: Coverage under the OCIP applies only to those operations of Enrolled Parties performed at the Project Site in connection with their Work. The OCIP does not cover Enrolled Party’s operations away from the Project Site, including products manufacturing, assembly or otherwise performed at the Enrolled Party’s permanent or temporary premises or yard.

Contractor Initials: RS

Owner Initials RS

7. Coverages Not Provided: The OCIP, as described below, provides Commercial General Liability and Excess Liability insurance coverage. It does not provide Workers' Compensation coverage, Employer's Liability coverage, Automobile Liability coverage, Builder's Risk coverage, Contractors Equipment coverage, Professional Liability coverage, any other property insurance of any kind, or Commercial General Liability insurance for Unenrolled Parties or offsite Work. Owner assumes no obligation to provide insurance beyond the OCIP described in this Addendum. Owner's furnishing of the OCIP shall in no way relieve or limit, or be construed to relieve or limit, Contractor of any responsibility, liability, or obligation imposed by the Contract Documents or by law, including without limitation, any indemnification obligations or warranty obligations which Contractor has to Owner thereunder, except to the extent the indemnity obligations are covered by the OCIP.
8. OCIP Coverages: Unless otherwise modified by Owner, the OCIP shall provide the following Commercial General Liability (CGL) and Excess Liability (Excess) insurance, utilizing ISO CG 00 01 10 01, or an equivalent available at commercially reasonable rates. These limits are dedicated to the Blocks 50 and 51 of the Hunters Point Shipyard, which involve the construction of 25 attached homes and attached homes respectively, for a total of 88 homes. The limits do not renew annually. The OCIP policy term is **36 Months** and all available limits of liability are unencumbered as of the Effective Date of the Agreement:

| | <u>Primary CGL</u> | <u>Excess</u> |
|---|--------------------|---------------|
| Each Occurrence Limit | \$2,000,000 | \$15,000,000 |
| General Aggregate | \$2,000,000 | \$15,000,000 |
| Personal / Advertising Injury – anyone person or organization | \$2,000,000 | \$15,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 | \$15,000,000 |
| Self-Insured Retention (on a per occurrence basis) | \$ 50,000 | |

The Products - Completed Operations commences at the "closing date" as the term is defined in the Iron Shore Specialty Insurance Company OCIP for this Project and extends to the expiration of the applicable statute of limitations and/or repose as stated in the statutes and/or decisional law of the jurisdiction where the Project is located. If there is no "closing date" triggered, there shall be no "Products-Completed Operations additional policy period" as the term is defined in the Iron Shore Specialty Insurance Company OCIP and no coverage for losses occurring after the expiration or termination of the "policy period," as the term is defined in the Iron Shore Specialty Insurance Company's OCIP for this Project.

The policy form is silent on subsidence. Exclusions include but are not limited to: absolute pollution, asbestos (asbestos, asbestos products, asbestos fibers, and asbestos dust), lead, mold/mildew and fungus, silica, chromium copper arsenate (CCA), employment practices and exterior insulation and finish systems (EIFS). Contractor and all Enrolled Parties are obligated to review the OCIP policy to determine the extent of exclusions and coverages.

9. Contract Documents; Responsibilities of Enrolled Parties: It is the obligation of Enrolled Parties insured by the OCIP to comply with all of the administrative, insurance and other requirements set forth in this Addendum, in the other Contract Documents and the OCIP insurance policies. Enrolled Parties shall not knowingly take any action, or omit to take any action, that would suspend or invalidate any of the coverages under the OCIP. No payments will be due or paid to such Enrolled Parties until they have complied with all of their obligations thereunder. Enrolled Parties are responsible to ensure that they receive appropriate credit as a result of enrollment in the OCIP from their Commercial General Liability carrier. Contractor is required to complete Aon-A Form attached to the OCIP Manual within five (5) Business Days of contracting with any Subcontractor and return to Owner and Program Administrator at Aon Risk Insurance West, Inc., 707 Wilshire Blvd., Suite 2600, Los Angeles, CA 90017, Attn: Terri Luong.
10. Payment of OCIP Premiums: Owner shall pay the premiums for the OCIP to the General Liability and Excess Liability carriers. Owner will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retrospective adjustments, return premiums, audits or otherwise. Contractor shall execute any instruments of assignment as may be necessary to permit Owner to receive such adjustments.
11. General Liability Insurance Bid Methodology: All bids for Work submitted by Eligible Parties for performance pursuant to the Contract Documents shall exclude all of such Eligible Party's costs for general liability and excess liability insurance for the coverage provided under the OCIP. Contractor represents and warrants that the costs for insurance provided by the OCIP are excluded from its Contract for the Work at the Project.

Contractor Initials: AS

Owner Initials KL

12. Contractor's Self-Insured Obligation - OCIP Coverages: The OCIP includes a per occurrence self-insured retention ("**SIR**")/deductible in the amount of **\$50,000**. Contractor and Subcontractors are obligated to contribute toward the SIR/deductible in the manner set forth herein. In the event of an occurrence which requires Owner to satisfy all or any portion of the SIR/deductible and which arises out of Work by or for Contractor and/or any Subcontractor, Sub-tier Subcontractor, Supplier, Mechanic or any other entity or party for whom Contractor is responsible, Owner has the right to allocate to Contractor and any and all Enrolled Subcontractors involved in said occurrence, a portion of the amount of the SIR/Deductible pursuant to paragraphs 12 and 13. This allocation is referred to as the **Self-Insured Obligation ("SIO")**. Owner shall determine whether Contractor and any and all Enrolled Subcontractors are required to pay their SIO, in Owner's sole and absolute discretion. Contractor shall pay to Owner its SIO, or the cost of repair that Owner attributes to Contractor, whichever is less, for each OCIP occurrence, including losses, judgments, court costs, and attorney's fees, pursuant to paragraphs 12 and 13. Notwithstanding any other Dispute Resolution Provisions in the Contract, if Contractor disputes Owner's allocation of the SIO, such dispute will be determined by a binding arbitration by a single neutral arbitrator affiliated with JAMS and will be conducted within ninety (90) days after written demand by any party. Mediation is not a pre-requisite for arbitration.

Payment of Contractor's SIO may be deducted from amounts otherwise due Contractor. In the event the amounts owed to Contractor is insufficient to meet the SIO or the Project is completed, Owner shall be entitled to deduct the remaining balance of the SIO from amounts owed to Contractor for its work on other projects at Hunters Point Shipyard. If requested by Owner, Contractor shall arrange for direct payment of the SIO to the OCIP carrier, Program Administrator, or others. This allocation of the SIO is not an indemnity claim and shall remain uninsured by the OCIP. The SIO is a contractual allocation of the mutual obligations of the Owner, Enrolled Contractor and Enrolled Subcontractors under the OCIP. In the event the amounts owed to said Enrolled Subcontractor is insufficient to meet the SIO or the Project is completed, Owner may: (1) direct Contractor to withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects at Hunters Point Shipyard in which Contractor is Owner's or Owner's Affiliates' (as defined in the General Conditions) general contractor, provided that the subcontract permits such withholding by its terms; or (2) withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects in which said Enrolled Subcontractor is performing work under contract with Owner or Owner's Affiliates. Provided Owner directs Contractor to withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects at Hunters Point Shipyard in which Contractor is Owner's or Owner's Affiliates' general contractor, Contractor will be entitled to the reasonable costs for removing any mechanic's liens or stop notices resulting from such action.

13. Contractor Self-Insured Obligation - OCIP: In the event of an occurrence which requires Owner to satisfy all or any portion of the SIR/deductible and which arises out of Work by or for Contractor and Enrolled Subcontractors, Contractor and Enrolled Subcontractor are required to remit to Owner their SIO based upon their status and Risk Level set forth in Exhibit S-3. If the sum collected from all Enrolled Subcontractors, exclusive of Contractor's remittance of its SIO, meets the SIR/Deductible actually incurred or paid by Owner, Contractor is not required to remit any portion of its SIO to Owner. If the sum of SIO collected from all Enrolled Subcontractors, exclusive of Contractor's remittance of its SIO exceeds the SIR/deductible actually incurred or paid by Owner, each paying Enrolled Subcontractor will be refunded an equal percentage so that the total amount collected equals the actual SIR/deductible amount incurred or paid.

The Self-Insured Obligations are as follows:

A. Enrolled Subcontractors

| <u>Risk Levels</u> | <u>Self-Insured Obligation</u> |
|--------------------|--------------------------------|
| Low Risk | \$15,000 |
| High Risk | \$20,000 |

B. Enrolled Contractor

| <u>Risk Level</u> | <u>Self-Insured Obligation</u> |
|-------------------|--------------------------------|
| High | \$25,000 |

Contractor Initials: SES

Owner Initials KB

Contractor's contribution to the SIR/Deductible will be calculated as follows: If the sum of all of the SIOs collected from the Enrolled Parties, exclusive of Contractors' contribution, is less than the SIR/Deductible for the OCIP policy, Owner and Contractor will each contribute 50% of the remaining amount. Notwithstanding the preceding sentence, Contractor's maximum SIO is \$25,000 per occurrence.

14. Representations, Warranties, and Disclaimers: Contractor shall: (1) comply, and cause all Subcontractors to comply, with all of the administrative, insurance, and other requirements outlined in this Addendum and Exhibit S-1, the OCIP, and/or in the Contract Documents; (2) incorporate the terms of this Addendum into all Subcontracts and assure each Subcontractors' compliance with the requirements of the OCIP, this Addendum and Exhibit S-1, and the Contract Documents for the term of each contract; (3) obtain and maintain the required insurance for Work not insured by the OCIP, and all insurance coverages specified in Article 11 of the General Conditions; (4) provide, within five (5) Business Days of Owner's or the Program Administrator's written request, all documents or information requested of Contractor; (5) cooperate fully with the Program Administrator in the administration of the OCIP; (6) assign, and it hereby does assign, to Owner the right to receive all adjustments to premiums for OCIP coverages, whether by way of dividends, retroactive adjustments, return premiums, audits or otherwise; and (7) not perform or permit any Subcontractor to perform, any Work on the Project, until they have enrolled in the OCIP or provided Commercial General Liability as required by the insurance requirements of Article 11 of the General Conditions and have met all of the other requirements of Article 11 of the General Conditions. Contractor understands, and will ensure that its Subcontractors understand, that the failure to enroll in the OCIP before any Contractor or Subcontractor Work commences may result in no coverage under the OCIP for Work performed before enrollment.

Contractor and Subcontractors are urged to read and review the OCIP insurance policies, which are available, upon written request, from the Owner or Program Administrator prior to submitting the bid. Eligible and Enrolled Parties are solely responsible for determining whether or not, and the extent to which, the OCIP policies, limits and coverages meet their needs. Any reference in this Addendum or elsewhere in any other Contract Documents as to amount, nature, type or extent of coverage or limits of liability provided under the OCIP policies and/or their potential applicability to any potential claim or loss is for reference only. Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that any Contractor may desire or that may be required by applicable laws or regulations shall be the sole responsibility and expense of Contractor.

15. Owner's Election to Discontinue OCIP: If Owner, for any reason, is unable to obtain or elects to discontinue the OCIP, or requests that Enrolled Parties withdraw from the OCIP, then, within thirty (30) days from written notice of such discontinuation or withdrawal, Contractor or Subcontractors (or its Sub-tier Subcontractors) shall obtain at their sole cost and thereafter maintain all (or a portion thereof as specified by Owner) insurance as required under Article 11 of the General Conditions, and Owner shall thereafter no longer be obligated to make any insurance available to affected Contractors or Subcontractors or Sub-tier Subcontractor) through the OCIP or otherwise. In such event, Owner and Contractor shall negotiate an equitable adjustment for the reasonable cost arising out of the discontinuation through a Change Order or if such Subcontractor or Sub-tier Subcontractor is unable to replace the coverage required after a reasonable effort or such coverage is not commercially available, Owner and Contractor shall negotiate an equitable adjustment for the reasonable cost arising out of the discontinuation or withdrawal through a Change Order for the Contractor to insure such party.
- 16.
17. Additional Insurance Required From Enrolled Parties: Contractor shall obtain and maintain, and shall require each of the Enrolled Subcontractors to obtain and maintain all of the insurance coverages required in Article 11 of the General Conditions.
18. Insurance Requirements For Excluded Parties: Contractor shall require all of Excluded Parties with which it contracts with to obtain and maintain the insurance coverages required in the Article 11 of the General Conditions.
19. Defense of Claims: Each Enrolled Party shall not voluntarily admit liability. Furthermore, as a condition to coverage under the OCIP, the Enrolled Party shall cooperate with the OCIP insurers in connection with the investigation, defense and/or resolution of any "occurrence", offense, claim or "suit" under the OCIP and shall cooperate and otherwise comply with the joint defense provisions of the OCIP policy(ies).

Contractor Initials: CS

Owner Initials KS

20. **Defense of Suit Against More Than One Insured:** In the event a claim, suit or other proceeding (collectively, "**Claim**") is brought against more than one insured under the OCIP, Enrolled Parties agree that the Claim, will be addressed, investigated, managed, defended, settled or otherwise resolved in accordance with a joint defense approach. Owner may, at its sole discretion, select the same defense counsel and experts to defend all such insureds. To the fullest extent permitted by law, Enrolled Parties waive any right they may have to select counsel to defend them from such Claim. Enrolled Parties further waive and agree to waive any potential or actual conflict of interest that might otherwise exist for counsel selected by Owner to defend the Claim presented under the OCIP, and to execute any further documents necessary to effectuate the purpose of this paragraph. These waivers are deemed to be continuing. Nothing in this paragraph will preclude any Enrolled Party from hiring their own defense counsel, at their own expense, but each of the Enrolled Parties acknowledge and agree that if it chooses to do so, or if it alleges a conflict of interest requiring separate counsel, it shall have no right of reimbursement from Owner or under the OCIP.
21. **Waiver of Right to Recovery:** Contractor hereby waives all rights of recovery by subrogation because of payment by any insurer, deductible/self-insured retention or self-insured obligation clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, against Owner, OCIP Administrator, Subcontractor and their assigns, officers, directors, agents, and employees, and any other individual or entity performing work or rendering services on behalf of Owner in connection with the planning, development and construction of the Project. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors and their Sub-tier Subcontractors. This provision shall apply to each Contractor and Subcontractor performing work or rendering services on behalf of Owner whether or not it is enrolled in the OCIP.
22. **Duty of Care:** Nothing contained in this Addendum or in the OCIP insurance policies shall relieve Contractor or Subcontractors of the obligation to perform and complete the Work in strict compliance with the Contract Documents.
23. **Subcontracts:** All requirements, obligations, acknowledgments, and agreements of Contractor in this Addendum shall apply with equal force to any Subcontractors. Contractor shall require each of its Subcontractors and each of their Sub-tier Subcontractors to either (1) sign an addendum substantially similar to this Addendum, (2) incorporate by reference this Addendum into the subcontract or sub-tier subcontract; or (3) sign a written acknowledgment that it agrees to be bound by the terms of this Addendum.
24. **Notice of Claim:** Contractor agrees to notify Owner and OCIP Administrator of any claim, cause of action, lawsuit, arbitration request, demand or any potential claim which may be covered under the OCIP policy within five (5) Business Days of the claim. Contractor will require all Enrolled Subcontractors to provide the same notice. To the extent that the OCIP policy requires an earlier notification period, the OCIP policy's terms and condition take precedence.
25. **Conflicts:** In the event of a conflict, the OCIP policy shall govern, then the provisions of the VDDA, to the extent it is applicable, shall govern, then this Addendum shall govern, then the Agreement and General Conditions shall govern, and then the provisions of other Contract Documents shall govern.
26. **Definitions:** The capitalized terms that are not the beginning of a sentence or a paragraph heading have the meaning ascribed to them herein. If such terms are not defined in this Addendum, the terms have the definitions ascribed to them in the Agreement and General Conditions between the Owner and Contractor.

OWNER

By: _____

Its: _____

Dated: _____

CONTRACTOR

By: _____

Its: _____

Dated: _____

Exhibit S-1 - OCIP Addendum
Subcontractor Agreement between "Contractor" (Roberts-Obayashi Corp.) and
"Subcontractor"
General Liability Owner Controlled Insurance Program

PROJECT: _____
SUBCONTRACTOR: _____ CONTRACT VALUE: _____

1. General: Owner has arranged with Aon Risk Services West ("**Program Administrator**") to obtain Commercial General Liability and Excess Liability Insurance, known as an Owner Controlled Insurance Program (the "**OCIP**"), with respect to the Work to be performed pursuant to the Contractor's Contract with Owner. The terms "**Project**" and "**Project Site**" as used in this Addendum, refers to and includes the areas of the Project Site where the Work is performed or is to be performed, but does not include offsite areas or any adjacent, adjoining, or nearby property.
2. Eligible Parties: The Eligible Parties are Owner, Construction Managers, Contractors, Subcontractors, Sub-tier Subcontractors and those parties performing Work on the Project Site not otherwise categorized as an Excluded Party (each, an "**Eligible Party**"). Owner reserves the right, in its sole and absolute discretion, to include or exclude any Contractor, Subcontractors, and Sub-tier Subcontractors from the OCIP or to discontinue their eligibility in the OCIP, except as limited by the VDDA. If Owner exercises the right to discontinue eligibility of any Contractor, Subcontractor or Sub-tier Subcontractors from the OCIP, Owner and Contractor shall negotiate an equitable adjustment for the reasonable cost arising out of the discontinuation through a Change Order for such party to meet the insurance requirements of Article 11 of the General Conditions.
3. Sub-tier Subcontracts: All requirements, obligations, acknowledgments, and agreements of Subcontractor in this Addendum shall apply with equal force to any Sub-tier Subcontractors. Subcontractor shall require each of its Sub-tier Subcontractors to either: (1) sign an Addendum substantially similar to this Addendum, (2) incorporate by reference this Addendum into the sub-tier subcontract; or (3) sign a written acknowledgment that the Sub-tier Subcontractor agrees to be bound by the terms of this Addendum.
4. Excluded Parties: The following parties are not eligible for the OCIP: (1) consultants; architects; surveyors; engineers; soil testing engineers; and those identified as "Professionals" in Exhibit S-3 and quality inspectors; hazardous materials removal and/or transport companies and their consultants; mold or pollution remediation/treatment; suppliers; fabricators; material dealers; and truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project; (2) contractors and subcontractors and each of their respective sub-tier contractors and subcontractors who (i) do not perform Work at the Project; (ii) manufacture materials offsite; or (iii) provide temporary equipment, safety equipment, barricade services, SWPPP related work, and alike; and (3) any parties or entities specifically excluded by Owner in its sole discretion, even if otherwise eligible or apparently eligible.
5. Enrolled Parties and Enrolled Subcontractors: Eligible Parties that enroll in the OCIP are referred to as "**Enrolled Parties**." "**Enrolled Subcontractors**" means Subcontractors which are enrolled in the OCIP. The term Enrolled Parties includes Enrolled Subcontractors.
6. Enrollment: All Eligible Subcontractors are enrolled in the OCIP by signing a contract with Contractor or Owner for work on the Project Site. The effective date of Enrollment is the date that the contract is signed by the Eligible Subcontractor, provided the OCIP has inceptioned at the time. Otherwise, the effective date of Enrollment is the date the OCIP has inceptioned, provided that the contract has been signed by Eligible Subcontractor. All Eligible Sub-tier Subcontractors are enrolled in the OCIP by signing a sub-tier subcontract with a Subcontractor for work on the Project Site. The effective date of Enrollment is the date that the sub-tier contract is signed by the Sub-tier Subcontractor, provided the OCIP has inceptioned at the time. Otherwise, the effective date of Enrollment is the date the OCIP has inceptioned provided that the sub-tier subcontract has been signed by Subcontractor or Sub-tier Subcontractor, respectively.

Subcontractor Initials: _____

Contractor Initials 

7. Coverage For Operations At Project Site Only: Coverage under the OCIP applies only to those operations of Enrolled Parties performed at the Project Site in connection with their Work. OCIP shall not cover Enrolled Party's operations away from the Project Site, including products manufacturing, assembly or otherwise performed at the Enrolled Party's permanent premises or yard.
8. Coverages Not Provided: The OCIP, as described below, provides Commercial General Liability and excess liability insurance coverage. It does not provide Workers' Compensation coverage, Employer's Liability coverage, Automobile Liability coverage, Builders Risk coverage, Contractors Equipment coverage; Professional Liability coverage or any other property insurance of any kind or Commercial General Liability insurance for Unenrolled Parties. Owner assumes no obligation to provide insurance beyond the OCIP described in this Addendum. Owner's furnishing of the OCIP shall in no way relieve or limit, or be construed to relieve or limit, Subcontractor of any responsibility, liability, or obligation imposed by the Contract Documents or by law, including without limitation, any indemnification obligations or warranty obligations which Subcontractor has to Owner and/or Contractor thereunder, except to the extent the indemnity obligations are covered by the OCIP.
9. OCIP Coverages: Unless otherwise modified by Owner, the OCIP shall provide the following Commercial General Liability (CGL) and Excess Liability (Excess) insurance (excluding Automobile, Employer's Liability and Professional Liability), utilizing ISO CG 0001 10 01, or an equivalent available at commercially reasonable rates. These limits are dedicated to the Blocks 50 and 51 of the Hunters Point Shipyard, which involve the construction of 25 attached homes and 63 attached homes respectively, for a total of 88 homes. These limits do not renew annually. The OCIP policy term is **36 Months** and all available limits of liability are unencumbered as of the Effective Date of the Agreement between Owner and Contractor.

| | <u>Primary CGL</u> | <u>Excess</u> |
|---|--------------------|---------------|
| Each Occurrence Limit | \$2,000,000 | \$15,000,000 |
| General Aggregate | \$2,000,000 | \$15,000,000 |
| Personal / Advertising Injury – anyone person or organization | \$2,000,000 | \$15,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 | \$15,000,000 |
| Self-Insured Retention (on a per occurrence basis) | \$ 50,000 | |

The Products - Completed Operations commences at the "closing date" as the term is defined in the Iron Shore Specialty Insurance Company OCIP for this Project and extends to the expiration of the applicable statute of limitations and/or repose as stated in the statutes and/or decisional law of the jurisdiction where the Project is located. If there is no "closing date" triggered, there shall be no "Products-Completed Operations additional policy period" as the term is defined in the Iron Shore Specialty Insurance Company OCIP and no coverage for losses occurring after the expiration or termination of the "policy period," as the term is defined in the Iron Shore Specialty Insurance Company's OCIP for this Project.

The policy form is silent on subsidence. Exclusions include, but are not limited to: absolute pollution, asbestos (asbestos, asbestos products, asbestos fibers, and asbestos dust), lead, mold/mildew and fungus, silica, chromium copper arsenate (CCA), employment practices and exterior insulation and finish systems (EIFS). **Subcontractor and all Enrolled Parties are obligated to review the OCIP policy to determine the extent of exclusions and coverages.**

10. Contract Documents; Responsibilities of Enrolled Parties: It is the obligation of Enrolled Parties insured by the OCIP to comply with all of the administrative, insurance and other requirements set forth in this Addendum, the other Contract Documents and the OCIP insurance policies. Enrolled Parties shall not knowingly take any action, or omit to take any action, that would suspend or invalidate any of the coverages under the OCIP. No payments will be due or paid to such Enrolled Parties until they have complied with all of their obligations thereunder. Enrolled Parties are responsible to ensure that they receive appropriate credit as a result of enrollment in the OCIP from their Commercial General Liability carrier. Enrolled Subcontractor is required to complete Aon-B Form attached to the OCIP Manual within five (5) Business Days of contracting with any Sub-tier Subcontractor and return the completed form to Owner at Hunters Point Project, One California Street, Suite 2700, San Francisco, CA 94111 and Aon Risk Insurance West, Inc., 707 Wilshire Blvd, Suite 2600, Los Angeles, CA 90017, Attn. Terri Luong.
11. Payment of OCIP Premiums: Owner shall pay the premiums for the OCIP to the General Liability and Excess Liability carriers. Owner will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retrospective adjustments, return premiums, audits or otherwise.

Subcontractor Initials: _____

Contractor Initials SK

Subcontractor and Sub-tier Subcontractors shall execute any instruments of assignment as may be necessary to permit Owner to receive such adjustments.

12. General Liability Insurance Bid Methodology: All bids for Work submitted by Eligible Parties for performance pursuant to the Contract Documents shall exclude all of such Eligible Party's costs for general liability and excess liability insurance for the coverage provided under the OCIP. Subcontractor represents and warrants that costs for insurance provided by the OCIP are excluded in its subcontract for its work at the Project.
13. Enrolled Party's Self-Insured Obligation- OCIP Coverages: The OCIP includes a per occurrence self-insured retention ("**SIR**")/deductible in the amount of **\$50,000**. Each Subcontractor is obligated to contribute toward the SIR/deductible in the manner set forth herein. In the event of an occurrence either during the course of construction (prior to completion and acceptance of the Work) or after completion of the Project which requires Owner to satisfy all or any portion of the SIR/deductible and which arises out of Work by or for Contractor and/or any Subcontractor, Owner has the right to allocate to Contractor and any and all Enrolled Subcontractors involved in said occurrence, a portion of the amount of the SIR/Deductible pursuant to paragraphs 13 and 14 herein. This allocation is referred to as the **Self-Insured Obligation ("SIO")**. Owner shall determine whether Contractor and any and all Enrolled Subcontractors are required to pay its SIO after careful consideration of the nature of the allegations, potential liability exposure, Subcontractor's work, and the number of parties with allegations related to their scope of work. Enrolled Subcontractor shall pay to Owner its SIO, or the cost of repair that Owner attributes to Enrolled Subcontractor, whichever is less, for each OCIP occurrence, including losses, judgments, court costs, and attorney's fees, pursuant to paragraphs 13 and 14 herein. Notwithstanding any other Dispute Resolution Provisions in the subcontract or Contract Documents, if Contractor or Enrolled Party disputes Owner's allocation of the SIO, such dispute will be determined by a binding arbitration by a single neutral arbitrator affiliated with JAMS and will be conducted within ninety (90) days after written demand by any party. Mediation is not a pre-requisite for arbitration.

In the event that an Enrolled Subcontractor does not pay its required SIO as determined by Owner, Owner may direct Contractor to withhold an amount equal to said Subcontractor's SIO from amounts otherwise due. Owner will then withhold the amount of said Enrolled Subcontractor's SIO from Contractor's next pay application. In the event the amounts owed to said Enrolled Subcontractor is insufficient to meet the SIO or the Project is completed, Owner may: (1) direct Contractor to withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects in which Contractor is Owner's or Owner's Affiliates' (as defined in the General Conditions) general contractor, provided that the subcontract permits such withholding by its terms; or (2) withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects in which said Enrolled Subcontractor is performing work under contract with Owner or Owner's Affiliates. In the event Owner directs Contractor to withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects in which Contractor is Owner's or Owner's Affiliates' general contractor, Contractor will be entitled to the reasonable costs for removing any mechanic's liens or stop notices resulting from such action.

14. Enrolled Subcontractor's Self-Insured Obligation - OCIP: In the event of an occurrence which requires Owner to satisfy all or any portion of the SIR/deductible and which arises out of Work by or for Contractor and Enrolled Subcontractor, Contractor and Enrolled Subcontractor are required to remit to Owner their SIO based upon the Risk Level set forth in **Exhibit S-3**. If the sum collected from all Enrolled Subcontractors, exclusive of Contractor's remittance of its SIO, meets the SIR/Deductible actually incurred or paid by Owner, Contractor is not required to remit any portion of its SIO to Owner. If the sum of SIO collected from all Enrolled Subcontractors, exclusive of the Contractor's remittance of its SIO exceeds the SIR/deductible actually incurred or paid by Owner, each paying Enrolled Subcontractor will be refunded an equal percentage so that the total amount collected equals the actual SIR/deductible amount incurred or paid.

The Self-Insured Obligations are as follows:

A. Enrolled Subcontractors.

| <u>Risk Levels</u> | <u>Self-Insured Obligation</u> |
|--------------------|--------------------------------|
| Low Risk | \$15,000 |
| High Risk | \$20,000 |

Subcontractor Initials: _____

Contractor Initials STB

B. Enrolled Contractor

| <u>Risk Level</u> | <u>Self-Insured Obligation</u> |
|-------------------|--------------------------------|
| High | \$25,000 |

Contractor's contribution to the SIR/Deductible will be calculated as follows: If the sum of all of the SIOs collected from the Enrolled Parties, exclusive of Contractors' contribution, is less than the SIR/Deductible for the OCIP policy, Owner and Contractor will each contribute 50% of the remaining amount. Notwithstanding the preceding sentence, Contractor's maximum SIO is \$25,000 per occurrence.

15. Representations, Warranties, and Disclaimers: Subcontractor shall: (1) comply, and cause its Sub-tier Subcontractors to comply, with all of the administrative, insurance, and other requirements outlined in this Addendum, the OCIP, and/or in the Contract Documents; (2) incorporate the terms of this Addendum into all sub-tier subcontracts; (3) obtain and maintain the required insurance for Work not insured by the OCIP, and all insurance coverages specified in Article 11 of the General Conditions; (4) provide, within five (5) Business Days of Owner's, Contractor's or the Program Administrator's written request, all documents or information requested of Subcontractor; (5) cooperate fully with the Program Administrator in the administration of the OCIP; (6) assign, and it hereby does assign, to Owner the right to receive all adjustments to premiums for OCIP coverages, whether by way of dividends, retroactive adjustments, return premiums, audits or otherwise; and (7) not perform or permit any Sub-tier Subcontractor to perform, any Work on the Project, until they have enrolled in the OCIP or provided Commercial General Liability as required by the insurance requirements of Article 11 of the General Conditions and have met all of the other requirements of Article 11 of the General Conditions. Subcontractor understands, and will ensure that its Sub-tier Subcontractors understand, that the failure to enroll in the OCIP before any Work by the party commences may result in no coverage under the OCIP for Work performed before enrollment.

Subcontractor and Sub-tier Subcontractors are urged to read and review the OCIP insurance policies, which are available, upon written request, from Contractor or Program Administrator prior to submitting the bid. Eligible and Enrolled Parties are solely responsible for determining whether or not, and the extent to which, the OCIP policies, limits and coverages meet their needs. Any reference in this Addendum or elsewhere in any other Contract Documents as to amount, nature, type or extent of coverage or limits of liability provided under the OCIP policies and/or their potential applicability to any potential claim or loss is for reference only. Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that any Subcontractor may desire or that may be required by applicable laws or regulations shall be the sole responsibility and expense of the Subcontractor.

16. Owner's Election to Discontinue OCIP: If Owner, for any reason, is unable to obtain or elects to discontinue the OCIP, or requests that Enrolled Parties withdraw from the OCIP, then, within thirty (30) days from written notice of such discontinuation or withdrawal, Subcontractor and/or Sub-tier Subcontractors shall obtain at their sole cost and thereafter maintain all (or a portion thereof as specified by Owner) insurance as required in Article 11 of the General Conditions, and Owner shall thereafter no longer be obligated to make any insurance available to affected Subcontractors or Sub-tier Subcontractors through the OCIP or otherwise. In such event, Owner and Contractor shall negotiate an equitable adjustment for the reasonable cost arising out of the discontinuation through a Change Order or if such Subcontractor or Sub-tier Subcontractor is unable to replace the coverage required after a reasonable effort or such coverage is not commercially available, Owner and Contractor shall negotiate an equitable adjustment for the reasonable cost arising out of the discontinuation through a Change Order for the Contractor to insure such party.
17. Additional Insurance Required From Enrolled Parties: Enrolled Subcontractors shall obtain and maintain the insurance coverages required in Article 11 of the General Conditions.
18. Insurance Requirements For Excluded Parties: Subcontractors that are not Enrolled or are Excluded Parties shall obtain and maintain the insurance coverages required in Article 11 of the General Conditions.
19. Defense of Claims: Each Enrolled Party shall not voluntarily admit liability. Furthermore, as a condition to coverage under the OCIP, the Enrolled Party shall cooperate with the OCIP insurers in connection with the

Subcontractor Initials: _____

Contractor Initials

investigation, defense and/or resolution of any "occurrence", offense, claim or "suit" under the OCIP and shall cooperate and otherwise comply with the joint defense provisions of the OCIP policy(ies).

20. Defense of Suit Against More Than One Insured: In the event a claim, suit or other proceeding (collectively, "**Claim**") is brought against more than one insured under the OCIP, Enrolled Parties agree, that the Claim will be addressed, addressed, investigated, managed, defended, settled or otherwise resolved in accordance with a joint defense approach. Owner may, at its sole discretion, select the same defense counsel and experts to defend all such insureds. To the fullest extent permitted by law, Enrolled Parties waive any right they may have to select counsel to defend them from such Claim. Enrolled Parties further waive and agree to waive any potential or actual conflict of interest that might otherwise exist for counsel selected by Owner to defend the Claim presented under the OCIP, and to execute any further documents necessary to effectuate the purpose of this paragraph. These waivers are deemed to be continuing. Nothing in this paragraph will preclude any Enrolled Party from hiring their own defense counsel, at their own expense, but each of the Enrolled Parties acknowledge and agree that if it chooses to do so, or if it alleges a conflict of interest requiring separate counsel, it shall have no right of reimbursement from Owner or under the OCIP.
21. Waiver of Right to Recovery: Subcontractor hereby waives all rights of recovery by subrogation because of, deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, against Owner, Contractor, Program Administrator and their assigns, officers, directors, agents, and employees, and any other contractor, subcontractor or other individual or entity performing work or rendering services on behalf of Owner or Contractor in connection with the planning, development and construction of the Project. Subcontractors shall require similar written express waivers and insurance clauses from each of its Sub-tier Subcontractors. This provision shall apply to each Subcontractor and Sub-tier Subcontractor performing work or rendering services on behalf of Owner or Contractor whether or not it is enrolled in the OCIP.
22. Duty of Care: Nothing contained in this Addendum or in the OCIP insurance policies shall relieve Contractor or Subcontractors of the obligation to perform and complete the Work in strict compliance with the Contract Documents.
23. Sub-tier Subcontracts: All requirements, obligations, acknowledgments, and agreements of Subcontractor in this Addendum shall apply with equal force to any Sub-tier Subcontractors. Subcontractor shall require each of its Sub-tier Subcontractors to either (1) sign an addendum substantially similar to this Addendum, (2) incorporate by reference this Addendum into the sub-tier subcontract; or (3) sign a written acknowledgment that it agrees to be bound by the terms of this Addendum.
24. Conflicts: In the event of a conflict, the OCIP policy shall govern, then the provisions of the VDDA, to the extent it is applicable, shall govern then this Addendum shall govern, then the provisions of Article 11 of the General Conditions, then the Subcontract Agreement shall govern, and then the provisions of other Contract Documents shall govern.
25. Definitions: The capitalized terms that are not the beginning of a sentence or a paragraph heading have the meaning ascribed to them herein. If such terms are not defined in this Addendum, the terms have the definitions ascribed to them in the Agreement and General Conditions between the Owner and Contractor.

CONTRACTOR

By: [Signature]
Its: President
Dated: 10-7-13

SUBCONTRACTOR

By: _____
Its: _____
Dated: _____

Subcontractor Initials: _____

Contractor Initials [Signature]

EXHIBIT S-2

CALIFORNIA CIVIL CODE 2782.95 OCIP (WRAP-UP) DISCLOSURES:

Owner, at its sole expense, will provide and maintain in force the type of insurance listed below as a part of the OCIP for all Enrolled Parties for Blocks 50 and 51 of Hunters Point Shipyard:

- (1) The Policy Limits for Bodily Injury and Property Damage are:
 - a. General and Excess Liability Combined

| | |
|--------------|---|
| \$17,000,000 | Per Occurrence |
| \$17,000,000 | General Aggregate |
| \$17,000,000 | Products and Completed Operations Aggregate |
- (2) The scope of the policy is Commercial General Liability coverage for operations at the Project Site only for Enrolled Parties.
- (3) The policy term is 36 Months as of approximately June 10, 2013.
- (4) The OCIP contains a Self-Insured Retention of \$50,000 per Occurrence.
- (5) The OCIP covers the Project which includes 25 Units to be constructed on Block 50 of the Hunters Point Shipyard and 63 Units to be constructed Block 51 of Hunters Point Shipyard in the City and County of San Francisco.
- (6) The amount available on the OCIP policy is \$17,000,000 as of the Effective Date of the Guarantee Maximum Price Agreement for Block 50 and the Effective Date of the Guarantee Maximum Price Agreement for Block 51.
- (7) Upon request, a copy of the OCIP policy, if available, will be provided to all Enrolled Parties. If the policy is not available at the time of the request, a copy of the insurance binder or declaration of coverage may be provided in lieu of the policy. Neither any Enrolled Party or its insurance broker or attorneys receiving a copy of the OCIP policy, binder or declaration of coverage may not disclose those documents to third parties unless required by law to do so.
- (8) All bids for Work submitted by Eligible Parties shall exclude all of such Eligible Party's cost for general liability and excess liability insurance for the coverage provided under the OCIP.

EXHIBIT S-2

Exhibit S-3
RISK FACTOR TIERS FOR GENERAL LIABILITY LIMITS AND SELF-INSURED OBLIGATIONS

| RISK FACTOR LEVELS | |
|---|-------------------|
| Trade/Subcontractor/Service | Risk Level |
| Advertising | Low |
| Alarm (Fire, Security, etc) Installation | High |
| Appliances (Supply & Installation) | Low |
| Archeologist | Professional |
| Architects | Professional |
| Audio & Video Installation | Low |
| Balconies – prefab install | High |
| Bath Accessories – provide and install | Low |
| Bike Racks – install | Low |
| Blinds – install | Low |
| Boiler Installation and/or maintenance | High |
| Building Permit Processing | Professional |
| Cabinets – provide or install | Low |
| Canopy/Awning | Low |
| Carpentry - Wood Decks | Low |
| Carpentry Materials | Low |
| Carpentry/Finish | Low |
| Carpentry/Rough (Framing) | High |
| Carpet – provide and install | Low |
| Cleaners - All (Models, Carpet, Etc.) | Low |
| Caterers (no alcohol) | Low |
| Caterers (alcohol served and/or sold) must provide liquor liability | Low |
| Ceilings (Acoustical & Luminous) | High |
| Ceramic Tile (Bathroom & Kitchen) | Low |
| Chemical Lake Treatment | High |
| Cleaning (Homes & Site), Janitorial | Low |
| Closet Organizers | Low |
| Concrete Foundations | High |
| Concrete Material, Precast | High |
| Concrete Pumping | High |
| Concrete Walks/Driveways/Patios | High |
| Consultant | Professional |
| Countertops | Low |

| RISK FACTOR LEVELS | |
|---|-------------------|
| Trade/Subcontractor/Service | Risk Level |
| Couriers | Low |
| Curbs & Gutters (Install or Replace) | High |
| Debris removal/dumpsters | High |
| Deck Coating | High |
| Decks (wood or composite) – provide or install | High |
| Delivery Services – no crane/hoist | Low |
| Delivery Services – with crane/hoist | High |
| Demolition Contractors | High |
| Demolition Contractors (if explosives are used) | High |
| ** Demolition Contractors (for hazardous mat removal) | High |
| Dirt Haul | High |
| ** Dirt Haul (for hazardous mat removal) | High |
| Docks | High |
| Doors, General – provide and install | High |
| Doors, Closet | Low |
| Doors, French | High |
| Doors, Sliding Glass | High |
| Drain tile – install | High |
| Drywall/Metal Framing/Finishing | High |
| Dual Waste/Backwater Valves | High |
| Earthwork – mass and trucking | High |
| Electrical | High |
| Electrical Fixtures | Low |
| Elevators – installation and maintenance | High |
| Engineers – Civil, Structural, Acoustical, Mechanical | Professional |
| Engineers – Environmental | Professional |
| Environmental Impact Review | Professional |
| ** Environmental Remediation Contractor | High |
| Entry Features – monumentation, etc. | Low |
| Erosion Control | Low |
| Excavation/Trenching | High |
| Exercise Equipment – provide and install | High |
| Exterminator | High |
| Fences/trellis/gazebo (Wood, Wrought Iron, etc.) | Low |
| Fire Alarm/monitoring – provide and install | High |
| Fire Extinguishing and Sprinkler Systems | High |
| Fireplace (Installer or Manufacturer) | High |
| Fireplace Faces/surround – provide and install | Low |
| Fiscal Impact Study | Professional |

| RISK FACTOR LEVELS | |
|--|-------------------|
| Trade/Subcontractor/Service | Risk Level |
| Flags – Marketing | Low |
| Flashing/Sheet Metal/Coping - install | High |
| Floor Coverings – Hardwood, Vinyl, Tile, Carpet | Low |
| Foundation Repairs | High |
| Furniture Mover | Low |
| Garage Floor Covering/Painting | Low |
| Garage/Overhead Doors and Openers | High |
| Gas logs, grills, BBQ's – provide and install | High |
| Gas piping | High |
| Gates | Low |
| General Contractor | High |
| General Contractor (with design responsibilities) | High/Professional |
| ** General Contractor (with environmental work) | High |
| Generator Rental | High |
| Glass – provide and install (store fronts) | High |
| Glass Block, glass, mirror – provide and install (homes) | Low |
| Glass Repair | Low |
| Grading/Finish | High |
| Grading/Rough or Clearing | High |
| Gutters – provide and install | High |
| Handrails | High |
| Hardware | Low |
| Heating & Air Conditioning (HVAC) | High |
| Heavy Equipment/Earth Moving | High |
| Hot Mop | High |
| House Water Service Box | Low |
| Inspector (hired by Lennar) – Forensics, QA, etc | Professional |
| Insulation (Supply or Install) | High |
| Interior Designer | Professional |
| Interior Decorator (non-professional) | Low |
| Iron/Wrought (Interior or Exterior) | Low |
| Irrigation Systems/Landscaping sprinklers | High |
| Janitorial Service | Low |
| Lake Treatment | High |
| Land Planner | Professional |
| Landscape Architect | Professional |
| Landscape Maintenance/Lawn Service | Low |
| Landscape, Common Area | High |
| Landscaping - Install & Tree Trimming | Low |

| RISK FACTOR LEVELS | |
|--|--------------|
| Trade/Subcontractor/Service | Risk Level |
| Lime Stabilization | High |
| Lintels | Low |
| Locksmiths | Low |
| Lumber Supplier | High |
| Mailbox Installation (Attached to Home) | Low |
| Mailbox Installation (Not Attached) | Low |
| Mantels/Wood | Low |
| Masonry – structural/retaining walls | High |
| Masonry – façade only | High |
| Millwork & Millwork Suppliers | Low |
| ** Mirrors | Low |
| Mold Remediation Contractor | High |
| Moving Company | Low |
| Office Supplies, Delivery | Low |
| Office trailer relocation | High |
| Painting | High |
| Parking Lot Stripes/Bumpers | Low |
| Paving, Parking Lots | High |
| Paving, Asphalt Roads/Driveways | High |
| Pest Control - Termite & Soil Treatment | High |
| Photography | Low |
| Pilings/Caissons – provide and install | High |
| Playground equipment – provide and install | High |
| Plumbing | High |
| Pool Installation | High |
| Pool screen – provide and install | High |
| Pool/Spa Maintenance | Low |
| Porcelain/Fiberglass repairs | Low |
| Portable toilets | Low |
| Poured Floors | High |
| Power Washing | High |
| Precast concrete – fabricate and place | High |
| Property Managers | Professional |
| Protective barriers – provide and install | High |
| Repairs, General | Low |
| Roof & Floor Truss Manufacturers | High |
| Roofing | High |
| Sandblasting | High |
| Safety Rail Manufacturer | High |

| RISK FACTOR LEVELS | |
|---|--------------|
| Trade/Subcontractor/Service | Risk Level |
| Scaffolding – provide and install | High |
| Screen Enclosures | Low |
| Security Guards | High |
| Security Systems | High |
| Sewer/water mains/laterals - Installation and Connection | High |
| Sewer cleaning/sewer camera verification | High |
| Sheet Metal | High |
| Shelving | Low |
| Shingle Supplier | High |
| Shower/Tub Pans & Enclosures | High |
| Shutters, Exterior | High |
| Siding – provide and install | High |
| Signs – exterior, halls, corridors, streets – provide and install | High |
| Silt Fence – provide and install | High |
| Site Lighting, Street Lamps/Parking Lot Lights | High |
| Site Preparation | Low |
| Skylight Installation | High |
| Snow plowing/street sweeping | High |
| Soffits/fascia | High |
| Soil and material testing | Professional |
| Soil Treatment | High |
| Splash blocks – delivery only | Low |
| Stairs & Railings | High |
| Storage lockers – provide and install | Low |
| Street lighting – provide and install | High |
| Street Sweeping | High |
| Structural Steel – fabricate and install | High |
| Stucco/Plastering | High |
| Supplier – No Installation | High |
| Surveyors | Professional |
| Telephone Repair & Installation | Low |
| Temporary heaters/propane (highly discouraged) | High |
| Temporary Labor | High |
| Tot-Lot – provide and install | High |
| Tree removal | High |
| Trash Chute – provide and install | High |
| Trash Hauling | Low |
| ** Trash Hauling – Hazardous Material | High |
| Trenching | High |

| RISK FACTOR LEVELS | |
|---|------------|
| Trade/Subcontractor/Service | Risk Level |
| Tuckpointing | High |
| TV/telephone/intercom – provide and install | High |
| Upholsterers | Low |
| Utility/Underground Installations | High |
| Vacuum Systems | High |
| Water softener – provide and install | High |
| Wall Covering | High |
| Walls, Sound | Low |
| Walls, Block (non-structural/non-retaining) | Low |
| Walls, Block (structural/retaining) | High |
| Walls, Retaining | High |
| Water and Power, Temporary | Low |
| Water softener – provide and install | High |
| Water Truck (Dust Control) - Offsite | Low |
| Waterproofing and Caulking | High |
| Weather-stripping | Low |
| Welding | High |
| Well drilling | High |
| Well Membrane – Venting | High |
| Window Coverings | High |
| Windows, Skylights | High |
| Window Installation | High |

Note: Certain subcontractors may not appear on this list. If so, contact Risk Management for Vertical Developer for the correct classification.

Subcontractors with an Explosion, Collapse or Underground Liability exposure must indicate on the Certificate that coverage is extended for these perils.

** Requires Pollution Insurance Addendum or the Mold Remediation Addendum, as appropriate.

EXHIBIT T

QUALITY ASSURANCE PROGRAM ADDENDUM

Hunters Point Shipyard - Block 50

This Exhibit supplements the Guaranteed Maximum Price between the Owner and Contractor (the "**Agreement**"). Any capitalized terms used in this Exhibit that are not specifically defined herein shall have the meanings set forth in the Agreement and General Conditions.

1. Quality Assurance Program. Owner, at Owner's expense, has contracted with, or will contract with LaJolla Pacific of California, LTD (qualified quality assurance consultant) ("**Primary Quality Assurance Consultant**") to provide independent third party inspections of the quality of construction occurring at the Project (the "**Inspections**") on which Contractor will perform Work. In addition, Owner, at Owner's discretion, may contract with one or more additional specialized quality control consultants to inspect or re-inspect particular aspects of the Work or subsystems installed as required by the Plans (each, a "**Special Forensics Consultant**"). The Primary Forensics Consultant and all Special Forensics Consultants are referred to collectively in this Exhibit T as the "**Consultant**," and all obligations of Contractor arising under this Exhibit T shall apply to the Primary Quality Assurance Consultant and all Special Forensics Consultants equally. The Inspections will occur at all stages of construction constituting such level of inspection of units as Owner or the Consultant may determine from time to time. Contractor shall participate fully in the quality control program (the "**Program**") and shall promptly remedy any deviations in Contractor's or any Subcontractor's performance of the Work from the requirements set forth in the Drawings, or any other Contract Documents ("**Deficiencies**") noted by Consultant. Contractor's Work shall not be deemed completed until and unless any and all Deficiencies have been corrected and signed off by Contractor as provided below.

2. Correction of Deficiencies. Contractor will fully cooperate with Consultant, Owner and their representatives in connection with the Program, including facilitating inspections of Contractor's and any Subcontractor's Work, providing any information reasonably requested about such Work, and participating in any on-site meetings regarding the Program. Contractor agrees to correct any Deficiencies in the Work noted by Consultant provided that the Work was not performed in accordance with the Contract Documents. Such corrections will be completed at no additional charge to Owner, and within a time that will not disrupt the Work schedule or delay completion of the Project.

EXHIBIT T

3. Contractor's Representative. Contractor has identified a representative for the Project in the Contract. This individual must be at the Project Site on a regular basis, and speak and read English fluently. The Contractor's Representative's responsibilities include attending any applicable meetings such as the orientation meeting and site training for relevant Program systems. In addition, the Contractor's Representative will be responsible for receiving all field reports applicable to Contractor's Work, and must verify that the minimum standards set forth in the field reports are met and that all Deficiencies are corrected. Once a Deficiency has been corrected and such correction verified by Contractor's Representative, such representative must notify Owner's Representative, Architect and Consultants of the correction, and sign off on each such item in Owner's quality assurance binder. Only Contractor's Representative may sign off on corrections. Contractor must notify Owner in writing, and obtain written agreement by Owner, to change or substitute the Contractor's Representative for any period of time during the Work. Any such replacement representative shall, at a minimum, meet the requirements of this **Exhibit T**.

4. Representation and Warranty. The signature of Contractor's Representative that a Deficiency has been corrected will be a representation and warranty by Contractor that the Deficiency has in fact been fully and completely corrected and that the affected portion of the Work complies in all respects with the requirements of the Contract Documents. The failure of Owner, Architect or Consultant to note any Deficiencies, or their approval of any purported correction of a Deficiency, shall not relieve Contractor of full and complete responsibility for any defects in Contractor's Work, or modify or waive any right or remedy provided Owner under the terms of the Contract Documents.

EXHIBIT T

EXHIBIT U

SUBSTITUTION REQUEST FORM

EXHIBIT U

SUBSTITUTION REQUEST FORM

A. PROJECT DESCRIPTION

1. Project:
2. Architect:
3. Contractor:

B. PROOF OF IMPOSSIBILITY TO PROVIDE SPECIFIED PRODUCTS OR MANUFACTURER:

C. PROPOSED SUBSTITUTION

1. Specified Product:
2. Project Manual Section: Page: Item No.
3. Proposed Substitution:
 - a. Description:
 - b. Manufacturer Name/Representative/Telephone No.:

D. CONTRACTOR'S REPRESENTATIONS

1. The proposed product meets or exceeds specification requirements? ☐ Yes ☐ No
2. Will changes be required to building design in order to properly install the proposed product?
☐ Yes ☐ No. If yes, please explain:
3. Contractor is responsible for all changes to the building design, including engineering and drawing costs, caused by requested substitution? ☐ Yes ☐ No
4. Does substitution affect drawing dimensions? ☐ Yes ☐ No. If yes, please explain:
5. What affect does the substitution have on other trades?
6. Proposed product is subject to all requirements of specifications, including warranties.
Yes ☐ No ☐
7. Will proposed substitution affect progress or completion of the Work?
Yes ☐ No ☐. If yes, please explain:
8. Will maintenance and service parts be locally available for proposed substitution?
Yes ☐ No ☐
9. Will proposed substitution require more license fees or royalties than specified product?
Yes ☐ No ☐
10. Will proposed product meet all requirements of reviewing agencies? Yes ☐ No ☐.
If yes, please explain:

SUBSTITUTION REQUEST FORM

11. Summarize differences in product characteristics between proposed substitution and specified item.

12. Proposed substitution by: (Representative, Company, Address, Telephone No.)

E. ARCHITECT'S EVALUATION

Accepted:

Accepted as Noted:

Rejected:

Received Too Late:

By:

Date:

Remarks:

SUBSTITUTION WARRANTY FORM PROJECT:

We propose to provide:

in lieu of, and as an equivalent to:

We agree to assume all costs for testing, research, etc. and any modifications to other portions of the Work as necessary to accommodate our material(s) and system(s), including all appurtenances required for proper installation and functioning of said material(s) and system(s) and obtaining all governing agency approvals.

We hereby warrant this proposed substitution is the equivalent of the specified products in every aspect and will perform satisfactorily under the conditions and use indicated on the Drawings and described in the Specifications.

We are hereby responsible for any costs or modifications (if any) to any other trade or portion of the project as necessary to accommodate the use of the requested substitution, whether immediately apparent or discovered at a later date.

Unless indicated otherwise, in writing, there will be no delay in the Project Schedule as a result of this substitution.

Signed:
(Manufacturer/Supplier/Other)

Date:

Signed:
(Subcontractor)

Date:

Signed:
(General Contractor)

Date:

EXHIBIT V

CONSTRUCTION CONTRACT DIRECTIVE

EXHIBIT V

CHANGE ORDER

PROJECT:
(name, address)

CHANGE ORDER NUMBER:

DATE:

TO CONTRACTOR: JAMES E. ROBERTS-OBAYASHI CORP. ARCHITECT'S PROJECT NO.
(name, address) 20 OAK COURT
DANVILLE, CA 94526

CONTRACT DATE:

CONTRACT FOR:

The Contract is changed as follows:

\$0
\$0

Not valid until signed by the Owner, Architect and Contractor.

| | | |
|---|----|---|
| The original (Contract Sum) was | \$ | 0 |
| Net change by previously authorized Change Orders | \$ | |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 0 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased)(decreased) (unchanged) by this Change Order in the amount of | \$ | 0 |
| The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be | \$ | 0 |

The Contract Time will be (increased) (decreased) (unchanged) by () days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

| | | |
|-----------|---|---------|
| ARCHITECT | JAMES E. ROBERTS-OBAYASHI CORP. CONTRACTOR 20 OAK CT. | OWNER |
| Address | Address DANVILLE, CA 94526 | Address |
| BY | BY | BY |
| DATE | DATE | DATE |

EXHIBIT W

PAYROLL CERTIFICATION

The form of certification will be as follows:

I, _____, the undersigned,
(Name-print)

am _____ with the
(position in business)

authority to act for and on behalf of

_____, and
(Name of business and/or contractor)

certify under penalty of perjury that the records or copies thereof
submitted herewith and consisting of

_____ are
(description, number of pages)

the originals or true, full and correct copies of the originals which depict
the payroll record(s) of the actual disbursements by way of cash,
check or whatever form to the individual or individuals named.

Date _____ Signature _____

EXHIBIT W

EXHIBIT X

LIEN INDEMNITY

To: **HPS1 Block 50, LLC c/o Lennar Urban**
One California, Suite 2700
San Francisco, CA 94111

Date:

From: **James E. Roberts-Obayashi Corporation**
20 Oak Court
Danville, Ca 94526

Project: **HUNTERS POINT SHIPYARD**
Construction for Block 50 San Francisco, CA

According to the provisions of the Contract dated _____ 2013 to construct subject Project, by signing below we ask you to make a payment numbered _____ in the amount of \$ _____.

According to our records, when you make the payment requested here, you will have paid a total of \$ _____.

We hereby certify that the work performed and the materials supplied to date, as shown above, represent the actual value of work accomplished under the terms of the Contract (and all authorized changes thereto) between the undersigned and HPS1 Block 50, LLC to the above-referenced project.

We also certify that payments, current to date, have been made through the period covered by previous payments received from HPS1 Block 50, LLC to (1) all subcontractors, including sub-subcontractors, less applicable retention, and 2) for all materials and labor used in, or in connection with, the performance of the Contract. We further certify we have complied with federal, state, and local tax laws, including social security laws and unemployment compensation laws and workers laws insofar as applicable to the performance of the Contract. We further certify that the amount received under this payment request will be applied to discharge all labor trust funds, material and sub-contract obligations applicable to this project up to the date thereof.

The undersigned further agrees and warrants as follows.

- (a) Any payment issued on the basis of this request for payment shall constitute payment in full to the extent set forth in this request,
- (b) The labor and/or material covered by this request for payment have been furnished and performed at the work-of improvement as called for by the contract.
- (c) Any and all mechanics' lien(s), stop notice(s), and other rights and remedies under the mechanics lien law of the State of California; and related and similar laws, are hereby released and waived to the extent of this request. Any and all claims and rights against bonds (whether performance bonds, payment bonds, or any other kind of bond) relating to or obtained in connection with the work of improvement described below, are hereby waived and released to the extent of this request for payment. All suppliers and laborers for the undersigned have been paid in full for the goods or services included within this

request for payment, or will be paid with the proceeds of any disbursement made pursuant to this request for payment, which disbursement will be received in trust for that purpose.

- (d) The above waivers and releases are conditional, and shall be effective on receipt of the payment requested herein.
- (e) To hold harmless HPSI Block 50, LLC and its Lenders, and the property from any cost, expense (including attorney's fees) or liability arising out of the work, labor, materials or breach of the above certification.

Scott Smith, President

EXHIBIT X

EXHIBIT Y

The Storm Water Pollution Prevention Plan

Previously Provided